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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA**

In re:
ANTHONY P. DICUS and LILIA E. LOPEZ,
Debtors,

Case No: 09-35241-B-13 J
Chapter: 13
DCN: RHF
Case Filed: 10/17/2009

V.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE OF THE INDYMAC INDX MORTGAGE
TRUST 2007-AR11, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-AR11 UNDER THE
POOLING AND SERVICING AGREEMENT DATED
APRIL 1, 2007;

ONEWEST BANK, FSB d/b/a/ INDYMAC
MORTGAGE SERVICES, A DIVISION OF
ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL
BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.; and

OCWEN LOAN SERVICING, LLC,
Respondents.

DEBTORS' MOTION TO SANCTION RESPONDENTS
FOR CONTEMPT FOR VIOLATION OF THE
DISCHARGE INJUNCTION

[NOTICE OF HEARING, EXHIBITS 1-36 AND
DECLARATION OF ANTHONY P. DICUS AND
LILIA E. LOPEZ FILED IN SUPPORT HEREOF]

[11 U.S.C. §§ 105, 350 and 524; Fed. Rules of
Bankr. Proc., Rules 5010 and 9014; and Local
Bankr. Rules, Rules 5010-1 and 9013-1]

Date: April 8, 2014
Time: 9:32 a.m.
Judge: Hon. Thomas C. Holman
Dept: B

**MOTION TO SANCTION RESPONDENTS
FOR CONTEMPT FOR VIOLATION OF THE DISCHARGE INJUNCTION**

TO RESPONDENTS AND THEIR ATTORNEYS OF RECORD, debtors ANTHONY P. DICUS ("Debtor")
and LILIA E. LOPEZ (collectively "Debtors") hereby move this honorable Court under 11 U.S.C. §§ 105,
350 and 524; Federal Rule of Bankruptcy Procedure, Rules 5010 and 9014; and Local Rules 5010-1 and

9013-1, for an order to sanction ONEWEST BANK, FSB d/b/a/ INDYMAC MORTGAGE SERVICES, A DIVISION OF ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B. ("OWB"); and its purported principal DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-AR11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR11 UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2007 ("DBNTC"); and OCWEN LOAN SERVICING, LLC ("Respondents") for civil contempt for violation of the bankruptcy discharge injunction.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Eastern District of California has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 151, 157, 1334 and 1409; and the case has been reopened pursuant to the Court's order dated December 30, 2013.

PARTIES

Debtors

2. Debtors are the owner in fee simple of the real property described as:

**LOT 53, IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP ENTITLED, "VALLEY HI UNIT NO.24", RECORDED APRIL 17, 1978, IN BOOK 119 OF MAPS, PAGE 18
APN No. 117-0400-053-0000**

Commonly known as 5950 La Castana Way, Sacramento, CA 95823. ("Property").

Respondents

3. Plaintiffs are informed and believe, and thereon allege, that at all times relevant herein, Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-AR11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR11 UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2007 ("DBNTC"), is not registered with the California Secretary of State in any capacity; is registered with the Office of the Comptroller of the Currency ("OCC") as a "Nondeposit Trust Company" and/or "Trust Bank" with a Los Angeles, California address and has been conducting business in Sacramento County, California.

4. Plaintiffs are informed and believe, and thereon allege, that at all times relevant herein, Defendant ONEWEST BANK, FSB d/b/a/ INDYMAC MORTGAGE SERVICES, A DIVISION OF

ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B., ("OWB") is registered with the Federal Deposit Insurance Corporation as an "active bank" with an address in Pasadena, California has been conducting business in Sacramento County California.

5. Plaintiffs are informed and believe, and thereon allege, that at all times relevant herein, Defendant OCWEN LOAN SERVICING, LLC is registered with the California Secretary of State as an "ACTIVE" Delaware corporation with an address in West Palm Beach Florida and has been conducting business in Sacramento County, California.

BACKGROUND AND FACTS

6. Prior to Discharge and Closing Bankruptcy Case – Chain of Events

- a. 07/22/2009 - Debtors filed their Chapter 13 Bankruptcy;
- b. 11/13/2009 - The plan was confirmed;¹
- c. 07/20/2012 - The case was completed;
- d. 08/28/2012 - A NOTICE OF FINAL CURE PAYMENT was filed pursuant to Federal Rule of Bankruptcy Procedure ("FRBP") 2003.1(f) related to the purported "Creditor" OWB;²
- e. 09/11/2012 - Actually filed on 10/01/2012, as the purported principal to OWB as the purported "servicer", "U.S. Bank National Association, as trustee for the LXS 2007-4N as Serviced by OWB," claiming to be the/a "Creditor"³ filed a "RESPONSE TO NOTICE OF FINAL CURE PAYMENT" which alleged "secured Creditor" agreed all pre-petition payments were paid but disagreed that post-petition payments were paid;⁴
- f. 10/19/2012 - Debtors' attorney filed a MOTION TO DEEM CURRENT on their behalf;⁵
- g. 11/14/2012 - The Ch. 13 Trustee filed his Final Report;⁶

¹ See Exhibit "1" incorporated herein by this reference.

² See Exhibit "2" incorporated herein by this reference.

³ Note: OWB also claimed to be a/the "Creditor."

⁴ See Exhibit "3" incorporated herein by this reference.

⁵ See Exhibit "4" incorporated herein by this reference.

⁶ See Exhibit "5" incorporated herein by this reference.

- h. 12/10/2012 - The Court filed its Minute Order ruling that, as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors had cured the pre-petition default owed to and paid all required ongoing monthly post-petition payments that came due during the term of the confirmed plan to the purported "secured Creditor" OWB;⁷
- i. 01/14/2013 - Debtors received their discharge after completion of the Chapter 13 plan⁸ with the final decree filed 01/28/2013.⁹

7. Post Discharge - Chain of Events

- a. Debtor continued making timely post-closing payments to OWB;
- b. In or about February 2013, in response to a telephone call and voice mail left from OWB, Debtor returned the telephone call and talked with a OWB representative named "Melissa" related to OWB's allegations that the Debtor was four months delinquent in his payments to OWB, allegedly being \$6,227.77 in arrears. Melissa told Debtor that "Once your loan came out of bankruptcy it went into the previous status as before – as delinquent and foreclosure status." At this time, Melissa attempted to induce Debtor into considering a "loan modification." Debtor told Melissa that he was current with his payments, had never been late at which time Melissa told Debtor to contact OWB's "foreclosure attorney's" office;
- c. In or about February 2013, Debtor contacted counsel referenced herein, for legal advice related to these discrepancies;
- d. 06/20/2013- Debtor's counsel drafted and served a Qualified Written Request ("QWR") and Debt Validation Letter upon OWB to address and correct these servicing and accounting mistakes;¹⁰
- d. 07/01/2013 - OWB responded with a boiler plate claim the QWR was not a QWR; misrepresented who the purported "mortgage backed security" was in which Debtor's "mortgage" was allegedly pooled in as "Nation Star Mortgage" as the

⁷ See Exhibit "6" incorporated herein by this reference.

⁸ See Exhibit "7" incorporated herein by this reference.

⁹ See Exhibit "8" incorporated herein by this reference.

¹⁰ See Exhibit "9" incorporated herein by this reference.

“master servicer” in Littleton, CO; purportedly identified as “LXS 2007-6” and “pooled” on 04/30/2007;¹¹ OWB continued to complain about the cost of providing the documentation requested (and refused to provide what was asked for). OWB further claimed to have “conducted an investigation of the account and have determined: 1. No corrections have been made to the account as we are of the opinion the account has been serviced in compliance with the terms of the documents signed at closing.” Included with the documents OWB provided, was a “CUSTOMER ACCOUNT ACTIVITIY STATEMENT” dated 07/01/2013 which in fact, showed that Debtor was current in his payments since the Court’s Order ruling arrearages were paid and payments were current;¹²

- e. 07/10/2013 – OWB sent a letter to Debtor stating they were returning Debtor’s payment due to allegedly not being the “total amount due to bring your loan current;”¹³
- f. 07/11/2013 - Debtor’s counsel drafted and served on OWB, another QWR and Dispute of Debt Letter addressing both OWB’s July 1, 2013 response to the previous QWR, and OWB’s refusal to accept Debtor’s timely payment in which counsel explained to OWB the mistakes they made; that Debtor was not in default and all payments were timely made;¹⁴
- g. 07/11/2013 – Debtor also filed a Complaint with the OCC related to OWB’s failure to properly service Debtor’s purported “loan” and failure to correct OWB’s records for the mistakes they made;¹⁵
- h. 07/24/2013 – OWB, in response to Debtor’s Complaint to the OCC, provided yet admissions as to the dates payments were made, posted and applied failing completely to adhere to the Bankruptcy Court’s order deeming Debtors’ payments current and satisfaction of any purported arrearages through the plan;¹⁶

¹¹ Note conflicts with the various other claims by OWB who allegedly the MBS was/Trustee or Trust, etc.

¹² See Exhibit “10” incorporated herein by this reference.

¹³ See Exhibit “11” incorporated herein by this reference.

¹⁴ See Exhibit “12” incorporated herein by this reference.

¹⁵ See Exhibit “13” incorporated herein by this reference.

¹⁶ See Exhibit “14” incorporated herein by this reference.

- 1 I. 07/27/2013 – Debtor completed and his counsel served upon the OCC an amended
2 complaint addressing the issues indicated herein above to augment the record in
3 yet another attempt to correct the record and to clear up the servicing failures of
4 OWB;¹⁷
- 5 j. 07/29/2013 – Debtor’s counsel sent yet another Dispute of Debt letter to OWB
6 explaining their misstated facts; their ignoring of the Bankruptcy Court’s Orders;
7 and providing an itemization of the payments Debtor made showing Debtor current
8 with his payments pursuant to said Court Orders and the schedule of payments
9 made;¹⁸
- 10 k. 08/05/2013 – OWB once again rejected and returned Debtor’s payment claiming
11 once again that Debtor was in delinquent and his payment was not enough to bring
12 the purported “loan” current;¹⁹
- 13 l. 08/07/2013 – Debtors each received individually addressed letters from OWB
14 requesting their ability to “assess” Debtors’ financial situation to explore options to
15 “avoid foreclosure;”²⁰
- 16 m. 09/04/2013 – Debtors received a letter from OWB when returning Debtors’
17 payment to OWB claiming it was not enough to bring the purported “loan”
18 current;²¹
- 19 n. 09/27/2013 - Debtors received a letter from OWB when returning Debtors’
20 payment to OWB claiming it was not enough to bring the purported “loan”
21 current;²²
- 22 o. 10/16/2013 – Debtors received a letter stating the “servicing” of Debtors’
23 purported “loan” was being transferred to respondent OCWEN;²³

24
25
26 ¹⁷ See Exhibit “15” incorporated herein by this reference.

27 ¹⁸ See Exhibit “16” incorporated herein by this reference.

28 ¹⁹ See Exhibit “17” incorporated herein by this reference.

²⁰ See Exhibit “18” incorporated herein by this reference.

²¹ See Exhibit “19” incorporated herein by this reference.

²² See Exhibit “20” incorporated herein by this reference.

²³ See Exhibit “21” incorporated herein by this reference.

- p. 10/17/2013 – Letter from OWB stating interest change and payment would be \$1,629;²⁴
- q. 11/06/2013 – QWR sent to OCWEN showing payments current;²⁵
- r. 11/12/2013 – Letter from OCWEN claiming the amount due was \$15,069.47;²⁶
- s. 11/12/2013 – Debtors received a letter from OCWEN claiming the payment sent was not enough “TO CURE DEFAULT” and returned Debtors’ payment with the declaration that the communication was from a debt collector attempting to collect a debt;²⁷
- t. 11/18/2013 – Statement from OCWEN claiming amount due was \$16,683.39;²⁸
- u. 11/21/2013 – Debtors received a “REINSTATEMENT QUOTE” debt collection letter from OCWEN attempting again to collect the purported debt in an controverted amount, stating the “loan” was past due, also stating a different payment amount, adding late charges, attorney fees, BPO fee and Property Inspection fee. The statement also said the next payment wasn’t due until 01/01/14;²⁹
- v. 11/22/2013 – Notices of Default sent;³⁰
- w. 11/25/2013 – Debtors received a letter from OCWEN and returned payment in an attempt to collect a debt from Debtors in an amount different than was owed;³¹
- x. 12/11/2013 – Debtors received another debt collection letter from OCWEN restating Debtors’ “concern[s]” and responding with various inaccurate statements regarding the amounts alleged to be due;³²

²⁴ See Exhibit “22” incorporated herein by this reference.

²⁵ See Exhibit “23” incorporated herein by this reference.

²⁶ See Exhibit “24” incorporated herein by this reference.

²⁷ See Exhibit “25” incorporated herein by this reference.

²⁸ See Exhibit “26” incorporated herein by this reference.

²⁹ See Exhibit “27” incorporated herein by this reference.

³⁰ See Exhibit “28” incorporated herein by this reference.

³¹ See Exhibit “29” incorporated herein by this reference.

³² See Exhibit “30” incorporated herein by this reference.

- y. 12/13/2013 – Debtor sent another letter to OCWEN attempting to bring the account current also sending a payment sufficient to pay all arrearages Debtors should have been required to pay;³³
- z. 01/09/2014 – Letter from Ocwen rejecting \$9,774.78 payment saying it was not enough but failing to state how much was required;³⁴
- aa. 01/11/2014 – Letter from OCWEN claiming amount due was \$12,517.83;³⁵
- ab. 01/14/2014 – Letter from OCWEN stating the Plaintiff's \$8,145.65 and \$9,775.78 payments were returned as insufficient, again failing to state how much was allegedly owed;³⁶
- ac. 01/17/2014 – Statement received now stating \$12,311.21 was past due and showing yet completely different monthly payment amounts;³⁷
- ad. 02/05/2014 – Plaintiff's payment of \$11,403.91 was paid with a letter stating that it was being sent to bring the account current. Payment shows being received on 01/27/2014 but posted 02/05/2014.³⁸

8. DBNTC claims to be the principal and is therefore vicariously liable along with its purported agents OWB and OCWEN. Accordingly, due to OWB and OCWEN's continued attempts to collect purported arrearages and debts satisfied during the Chapter 13 plan, and all the "junk fees" and additional interest and other charges and Respondents' refusal to correct their records or accept payments from Debtors, this Motion has been filed.

CIVIL CONTEMPT VIOLATION OF DISCHARGE INJUNCTION

9. A bankruptcy petition filed under § 301 of the Code imposes the automatic stay pursuant to § 362. All voluntary cases are included in § 301. The automatic stay under § 362 prohibits any entity from taking action "to collect, assess, or recover a claim against the debtor that arose before the commencement of a case." 11 U.S.C. § 362(a)(6). The scope of the automatic stay is extremely broad.³⁹

³³ See Exhibit "31" incorporated herein by this reference.

³⁴ See Exhibit "32" incorporated herein by this reference.

³⁵ See Exhibit "33" incorporated herein by this reference.

³⁶ See Exhibit "34" incorporated herein by this reference.

³⁷ See Exhibit "35" incorporated herein by this reference.

³⁸ See Exhibit "36" incorporated herein by this reference.

³⁹ *In re Knaus*, 889 F.2d 773, 774 (8th Cir. 1989).

10. By the passage of § 362, Congress intended the automatic stay to stop "all collection efforts, all harassment, and all foreclosure actions" and "prevent creditors from attempting **in any way** to collect a prepetition debt."⁴⁰

11. Section 362(h) also addresses sanctions for violation of the automatic stay stating an individual injured by any willful violation of a stay provided by this section shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages. 11 U.S.C. §362(h)

12. A violation of the stay is "willful" where the violator's conduct is deliberate and with knowledge of the bankruptcy filing.⁴¹ In imposing actual damages, the trial court has discretion to fashion the punishment to fit the circumstances.⁴²

13. 11 U.S.C. § 524(a) states, in pertinent part: (a) A discharge in a case under this title - (2) operates as an injunction against the commencement **or continuation** of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived.

14. **Section 524(a)(2) replaces the automatic stay of § 362 with a permanent injunction against enforcement of all discharged debts after entry of the discharge.**⁴³ Willful violation of the § 524(a)(2) injunction, will warrant a finding of civil contempt.⁴⁴

15. Respondents were duly notified by the Court of the discharge of Debtors' case. The notification states:

"Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a discharged debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. In a

case involving community property, there are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a

⁴⁰ H.R. 595, 95th Cong., 1st Sess. § 340-42 (1977); *In re Grau*, 172 B.R. 686, 690 (Bankr. S.D. Fla. 1994).

⁴¹ *In re Dencklau*, 158 B.R. 796, 800 (Bankr. N.D. Iowa 1993).

⁴² *Hubbard v. Fleet Mortg. Co.*, 810 F.2d 778, 782 (8th Cir. 1987) [citing *United States v. United Mine Workers*, 330 U.S. 258, 303 (1947)].

⁴³ *In re Henry* 266 B.R. 457 (Bankr. C.D. Calif. 2001), see also *In re Waswick*, 212 B.R. 350, 352 (Bankr. D.N.D. 1997).

⁴⁴ *Id.*; *Was [362] wick*, 212 B.R. at 352.

1 **bankruptcy case. A creditor who violates this order can be required to pay damages and**
 2 **attorney's fees to the debtor. A creditor who violates this order can be required to pay**
 3 **damages and attorney's fees to the debtor.**

4 **However, a creditor may have the right to enforce a valid lien, such as a mortgage or**
 5 **security interest, against the discharged the debtor's property after the bankruptcy, if**
 6 **that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may**
 7 **voluntarily pay any debt that has been discharged."**

8 16. Respondents were notified of their violation of the discharge injunction multiple times by
 9 mail. They failed then, and continue to fail now, to comply with the Court Order discharging
 10 Debtors' debts and the Court Order deeming the Debtors as of July 20, 2012, the date of completion
 11 of the confirmed chapter 13 plan, that the Debtors cured the pre-petition default owed to and have
 12 paid all required ongoing monthly post-petition payments that came due during the term of the
 13 confirmed plan to purported secured creditor⁴⁵ OneWest Bank, FSB.⁴⁶

14 17. Accordingly, Respondents were duly notified and well aware the discharge injunction was
 15 in place and the purported debt(s) they are trying to collect was discharged, willfully violating the
 16 discharge injunction.

17 **DAMAGES**

18 18. Courts that find a willful violation of the discharge injunction may award actual,
 19 compensatory and punitive damages, as well as legal fees.⁴⁷

20 19. The Ninth Circuit has adopted a two-part test to determine whether the willfulness
 21 standard has been met: 1) did the alleged offending party know that the discharge injunction
 22 applied; and 2) did such party intend the actions that violated the discharge injunction?⁴⁸

23 20. Civil contempt orders serve to compel obedience with a court order and to compensate
 24 parties for losses resulting from non-compliance. In this case, the willfulness standard has been met
 25

26 ⁴⁵ Debtors deny OneWest Bank, FSB was or is, a "secured creditor."

27 ⁴⁶ See Exhibit "6".

28 ⁴⁷ See generally Colliers on Bankruptcy, ¶ 524.02[2][c] (16th ed.) (citing cases across jurisdictions so holding). Also see §
 105 of the Bankruptcy Code and *Walls v. Wells Fargo Bank, N.A.*, 276 F.3d 502, 509-10 (9th Cir. 2002). Also see 11
 U.S.C. § 105(a) and *Workman v. GMAC Mortgage, LLC* (In re *Workman*), 392 B.R. 1890 (Bankr. D.S.C. 2007).

⁴⁸ See, *Zilog, Inc. v. Corning (In re Zilog, Inc.)*, 450 F.3d 996, 1007 (9th Cir. 2006); *Hardy v. United States (In re Hardy)*, 97
 F.3d 1384, 1390 (9th Cir. 1996).

1 and contempt sanctions to compensate Debtors are in order for willful violation and contempt of
2 the discharge injunction.

3 21. Debtors have been damaged by having to incur attorney's fees and costs to pursue this
4 motion; continued damage to their credit rating; slander of title to their Property and extensive
5 emotional distress from the intimidation of Respondents and potential loss of their Property.
6 Accordingly, Debtors respectfully request compensatory; incidental and punitive damages as well as
7 an award of attorney's fees and costs.

8 **CONCLUSION**

9 22. Due to Respondents' egregious and willful violation and contempt of the discharge
10 injunction (which replaced the automatic stay as indicated above), Debtors respectfully request this
11 honorable Court sanction Respondents for their actions as follows: 1) an award of attorney's fees
12 and costs according to proof, for Debtors having to bring this motion; 2) an order forever enjoining
13 Respondents and any of their successors or assigns; agents, servants, employees or other, from any
14 continued or further attempts to collect the discharged purported debts either by sending debt
15 collection statements or any other means or manner of debt collection, specifically including
16 attempts to foreclose on Debtors' Property; and, 3) such actual, compensatory, punitive or other
17 damages the Court deems just and proper.

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19 Dated: February 24, 2014

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22 Ronald H. Freshman
23 Attorney for Anthony P. Dicus and
24 Lilia E. Lopez
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Attorney for Anthony P. Dicus and Lilia E. Dicus

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA**

In re:
ANTHONY P. DICUS and LILIA E. LOPEZ,
Debtors,

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Chapter: 13
DCN: RHF
Case Filed: 10/17/2009

v.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE OF THE INDYMAC INDX
MORTGAGE TRUST 2007-AR11, MORTGAGE
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AR11 UNDER THE POOLING AND SERVICING
AGREEMENT DATED APRIL 1, 2007;

ONEWEST BANK, FSB d/b/a/ INDYMAC
MORTGAGE SERVICES, A DIVISION OF
ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL
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OCWEN LOAN SERVICING, LLC,

Respondents.

NOTICE OF HEARING ON DEBTORS' MOTION TO
SANCTION RESPONDENTS FOR CONTEMPT FOR
VIOLATION OF THE DISCHARGE INJUNCTION

[MOTION, EXHIBITS 1-36 AND DECLARATION OF
ANTHONY P. DICUS AND LILIA E. LOPEZ FILED IN
SUPPORT THEREOF]

[Local Bankr. R., Rule 9014-1 *et seq.*]

Date: April 8, 2014
Time: 9:32 a.m.
Judge: Hon. Thomas C. Holman
Dept: B

**NOTICE OF HEARING ON MOTION TO SANCTION RESPONDENTS FOR CONTEMPT
FOR VIOLATION OF THE DISCHARGE INJUNCTION**

TO RESPONDENTS AND THEIR ATTORNEYS OF RECORD, you are herewith notified that at 9:32
a.m. on April 8, 2014, in Department B of the above mentioned Court, located at 501 I Street, 6th Floor,
Courtroom 32, Sacramento, California, debtors ANTHONY P. DICUS ("Debtor") and LILIA E. LOPEZ
(collectively "Debtors") will and hereby move this honorable Court under 11 U.S.C. §§ 105, 350

1 and 524; Federal Rule of Bankruptcy Procedure, Rules 5010 and 9014; and Local Rules 5010-1 and
2 9013-1, for an order to sanction respondents DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
3 TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-AR11, MORTGAGE PASS-THROUGH
4 CERTIFICATES, SERIES 2007-AR11 UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL
5 1, 2007 ("DBNTC"); ONEWEST BANK, FSB d/b/a/ INDYMAC MORTGAGE SERVICES, A DIVISION OF
6 ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.
7 ("OWB") and OCWEN LOAN SERVICING, LLC ("Respondents") for civil contempt for violation of the
8 bankruptcy discharge injunction.

9 Written opposition is not required; however, any written opposition must be filed at least
10 fourteen (14) days preceding the date or continued date of the hearing. Opposition shall be
11 accompanied by evidence establishing its factual allegations. Without good cause, no party shall be
12 heard in opposition to the motion at oral argument if written opposition to the motion has not been
13 timely filed. Failure of the responding party to timely file written opposition may be deemed a waiver
14 of any opposition to the granting of the motion or may result in the imposition of sanctions.

15
16 Dated: February 24, 2014

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19 Ronald H. Freshman
20 Attorney for Anthony P. Dicus and
21 Lilia E. Lopez
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Attorney for Anthony P. Dicus and Lilia E. Dicus

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA**

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MORTGAGE SERVICES, A DIVISION OF
ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL
BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.; and

OCWEN LOAN SERVICING, LLC,

Respondents.

DECLARATION OF DEBTORS ANTHONY P. DICUS
AND LILIA E. LOPEZ IN SUPPORT OF DEBTORS'
MOTION TO SANCTION RESPONDENTS FOR
CONTEMPT FOR VIOLATION OF THE DISCHARGE
INJUNCTION

[NOTICE OF HEARING, MOTION, AND EXHIBITS
1-36 FILED CONTEMPORANEOUSLY HEREWITH]

Date: April 8, 2014
Time: 9:32 a.m.
Judge: Hon. Thomas C. Holman
Dept: B

DECLARATION OF ANTHONY P. DICUS AND LILIA E. LOPEZ

ANTHONY P. DICUS and LILIA E. LOPEZ, declare that we are the Debtors in the above-entitled case and verify that we have read the foregoing DEBTORS' NOTICE OF HEARING, EXHIBITS 1-36 AND MOTION TO SANCTION RESPONDENTS FOR CONTEMPT FOR VIOLATION OF THE DISCHARGE INJUNCTION and know its contents. We further verify that the matters stated therein are true of our own knowledge, except as to those matters which are stated on information and belief, and as to those matters we believe them to be true.

1 Currently, Ocwen Loan Servicing, LLC ("OCWEN") claims to be the servicer of the purported
 2 "mortgage loan" and is threatening to foreclose by rejecting timely payments as the purported
 3 previous servicer IndyMac Mortgage Services, a division of OneWestBank, FSB ("OWB") did, prior to
 4 the purported change of servicer. Debtor(s) has/have attempted to contact both OCWEN and OWB
 5 to correct their records but they continue(d) their threats; and fraudulent claims that the purported
 6 "Loan" is in default even when OWB themselves provided statements showing the payments were
 7 current and in the face of the Court Order stating the "Loan" was current as of our bankruptcy. We
 8 have been current since until OWB and now OCWEN, started refusing our payments.

9 OWB has been contacted on numerous occasions attempting to resolve these problems as has
 10 OCWEN but both have refused to correct their records and OCWEN continues the threats to
 11 foreclose on our Property.

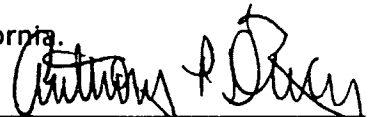
12 As explained previously in Mr. Dicus' complaint to the OCC, OWB and now OCWEN continues
 13 the intimidation and misrepresentation of their own records which at this point can only be
 14 construed as intentional.

15 OWB is started refusing to accept timely mortgage payments claiming the payments were not
 16 enough to bring the purported "loan current" which is what OCWEN is now doing.

17 OCWEN continues to send statements with incorrect figures on them, we continue to complain
 18 and attempted to correct their records but they have refused and continue attempting to collect a
 19 purported debt that was deemed satisfied during the subject Bankruptcy by Court Order so they
 20 have apparently engaged NBS Default Services, LLC to enforce their attempts to foreclose on our
 21 property.

22 We declare under penalty of perjury under the laws of the State of California that the
 23 foregoing is true and correct to the best of my knowledge and belief.

24
 25 Executed on this 29th day of February, 2014 at Sacramento, California.

26
 27 
 28 Anthony P. Dicus

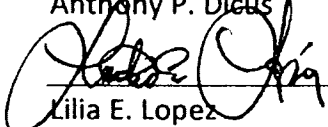

 Lilia E. Lopez

Exhibit “1”



LAW OFFICES OF AARON C. KOENIG
 Aaron C. Koenig SBN 255387
 331 J. Street, Ste 200
 Sacramento, California 95814
 Telephone: 916-443-1009

Attorney for Debtors

UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
 SACRAMENTO DIVISION

In re:

ANTHONY P. DICUS,

AND LILIA E. LOPEZ,

Debtors

Case No.: 2009-35241-B-13J
 MCN: ACK-3
 ORDER CONFIRMING 1st AMENDED PLAN
 DATE: October 13, 2009
 TIME: 9:32 a.m.
 JUDGE: Hon. Thomas Holman
 LOCATION: 501 I Street,
 6th Floor, Courtroom 33
 Sacramento, CA 95814

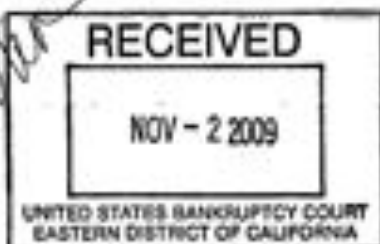
ORDER CONFIRMING 1st AMENDED PLAN

The 1st Amended Chapter 13 Plan of the above-named debtors has been transmitted to all creditors, and it has been determined after notice and opportunity for a hearing that the debtors plan satisfies the requirements of 11 U.S.C. §1325.

Therefore, IT IS ORDERED that the 1st Amended Plan is confirmed.

IT IS FURTHER ORDERED that:

1. The debtor shall immediately notify, in writing, the Clerk of the United States Bankruptcy Court and the trustee of any change in the debtor's address;



34

2. The debtor shall immediately notify the trustee in writing of any termination, reduction of, or other change in the employment of the debtor; and

3. The debtor shall appear in court whenever notified to do so by the court.

4. This Order Confirming Plan shall apply to Debtors' 1st Amended Chapter 13 Plan filed on August 31st, 2009.

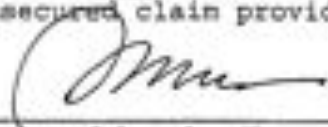
5. The debtor shall tender \$1,761 to the Chapter 13 Trustee for a term of 36 months.

6. Administrative expenses of \$69.44, described in Section 3.06, 3.07 and 3.08 of Debtor's 1st Amended Chapter 13 Plan shall be paid to the debtor's attorney.

IT IS FURTHER ORDERED that the attorney's fees for the debtor's attorney in the full amount of \$3,500 are approved, \$1,000 of which was paid prior to the filing of the petition.

The balance of \$2,500, provided that the attorney and debtor(s) have executed and filed a Rights and Responsibilities of Chapter 13 Debtors and Their Attorney's, shall be paid by the trustee from plan payments at the rate specified in the Guidelines for Payment of Attorney's Fees in Chapter 13 Cases.

IT IS FURTHER ORDERED that the motion to value the collateral of IndyMac Bank, INC. is granted. The replacement value of the collateral and the secured claim of such creditor is determined to be \$0.00 and the deficiency shall be allowed as a general unsecured claim provided that a timely proof of claim is filed.


Approved by the Chapter 13 Trustee as to form.

Case No. 2009-35241-B-13J

DATED: NOV 12 2009

BY THE COURT


Honorable Thomas Holman
United States Bankruptcy Court

Exhibit “2”



2

JAN P. JOHNSON
 Standing Chapter 13 Trustee
 Kristen A. Koo, State Bar #230856
 P. O Box 1708
 Sacramento, CA 95812-1708
 (916) 492-8001
 pobox1708@jpl13trustee.com

UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
 SACRAMENTO DIVISION

IN RE:
 ANTHONY P DICUS
 LILIA E LOPEZ

DEBTORS

CASE NO. 09-35241 B13
 CHAPTER 13
 DCN: JPJ-1

JUDGE THOMAS C. HOLMAN

NOTICE OF FINAL CURE PAYMENT

Pursuant to Federal Rule of Bankruptcy Procedure 3002.1(f), the Chapter 13 Trustee, JAN P JOHNSON files this Notice of Final Cure Payment. The amount required to cure the default in the claim listed below has been paid in full.

Name of Creditor: ONEWEST BANK FSB

Final Cure Amount

Court Claim #	Account Number	Claim Asserted	Claim Allowed	Amount Paid
5	XXXXXX7204	\$9,798.40	\$9,798.40	\$9,798.40
Total Amount Paid by Trustee				\$9,798.40

Monthly Ongoing Mortgage Payment

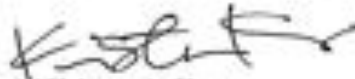
Mortgage is Paid:

☒ Through the Chapter 13 Conduit☐ Direct by the Debtors

Within 21 days of the service of the Notice of Final Cure Payment, the creditor MUST file and serve a Statement as a supplement to the holder's proof of claim on the Debtors, Debtors' Counsel and the Chapter 13 Trustee, pursuant to Fed.R.Bank.P.3002.1(g), indicating 1) whether it agrees that the Debtors have paid in full the amount required to cure the default on the claim; and 2) whether the Debtors are otherwise current on all payments consistent with 11 U.S.C. § 1322(b)(5).

The statement shall itemize the required cure or post-petition amounts, if any, that the holder contends remain unpaid as of the date of the statement. The statement shall be filed as a supplement to the holder's proof of claim and is not subject to Rule 3001(f). Failure to notify may result in sanctions.

Date: August 28, 2012



/s/ Kristen A. Koo

KRISTEN A. KOO, Attorney for Trustee

Exhibit “3”

Response to Notice of Final Cure Payment - Supplement

Case 09-35241 Filed 10/01/12 Doc

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

Name of debtor: Anthony P. Dicus
Lilia E. Lopez
aka Lilia E. Dicus

Case Number: 09-35241-A-13

Chapter 13

Trustee: Jan P. Johnson

Judge: Thomas C. Holman

RESPONSE TO NOTICE OF FINAL CURE PAYMENT FILED ON: 09/11/2012

Pursuant to Federal Bankruptcy Rule 3002.1(g), the Holder listed below is responding to the Notice of Final Cure Payment filed in the above referenced case.

Name of creditor: U.S. Bank National Association, as
trustee for the LXS 2007-4N As Serviced
by OneWest Bank, FSB

Last four digits of any number you use to identify the debtor's account: xxxxxx7204

1. Pre-Petition Arrears - Court claim no. (if known): 5 (Docket Entry #58)

Creditor ☒ agrees ☐ does not agree that the debtor(s) has paid in full the amount required to cure the prepetition default to be paid through the Chapter 13 Plan as of the date of the Trustee's cure notice.

If Creditor disagrees:

Amount of pre-petition arrears due at filing: _____

Amount received from the Chapter 13 Trustee _____

Pre-Petition arrears remaining due: _____

2. Post-Petition Amounts

Creditor ☐ agrees ☒ does not agree that the debtor(s) has paid all post-petition amounts due to be paid to the secured creditor as of the date of the Trustee's cure notice.

If Creditor disagrees:

Post-petition amounts remaining due: _____

\$8,780.90

Attached as Schedule of Amounts Outstanding Post-Petition is an itemized account of the post-petition amounts that remain unpaid as of the date of the Cure Notice. The amounts identified on the Schedule do not reflect amounts that became or may become due after the date of the Cure Notice, including any fees that may have been incurred in the preparation, filing, or prosecution of this statement.

Description		Date Assessed	Assessed Amount	Amount Recovered	Amount Outstanding
Payments		05/01/2012	\$1,629.13	\$993.88	\$635.25
Payments		06/01/2012	\$1,629.13	\$0.00	\$1,629.13
Payments		07/01/2012	\$1,629.13	\$0.00	\$1,629.13
Payments		08/01/2012	\$1,629.13	\$0.00	\$1,629.13
Payments		09/01/2012	\$1,629.13	\$0.00	\$1,629.13
Payments		10/01/2012	\$1,629.13	\$0.00	\$1,629.13

3. Sign Here

Email: NFCinquiries@nbsdefaultservices.com

CERTIFICATE OF SERVICE OF RESPONSE TO NOTICE OF FINAL CURE

I certify that the foregoing notice has been served electronically on the Debtor's Counsel and the Chapter 13 Trustee and has been mailed to Debtor at the following address on or before October 1, 2012

Debtor *Via U.S. Mail*

Anthony P. Dicus
5950 La Castana Way
Sacramento, California 95823

Lilia E. Lopez
5950 La Castana Way
Sacramento California 95823

Debtors' Attorney
Aaron C. Koenig
Attorney At Law
331 J St #200
Sacramento, CA 95814

Chapter 13 Trustee
Jan P. Johnson
PO Box 1708
Sacramento, California 95812

US Trustee
Office of the US Trustee
Robert T Matui
501 I Street, Room 7-500
Sacramento, California 95814

Respectfully Submitted,

/s/ **Nickolaus Allan McLemore**

Exhibit “4”

Case 09-35241 Filed 10/19/12 Doc 69

1 **THE LAW OFFICES OF AARON C. KOENIG**

Aaron C. Koenig SBN 255387
2 331 J. Street, Ste 200
Sacramento, California 95814
3 Telephone: 916-443-1009

4 Attorney For Debtors

5 UNITED STATES BANKRUPTCY COURT

6 EASTERN DISTRICT OF CALIFORNIA

7 SACRAMENTO DIVISION

8 In re:) Case No.: 2009-35241-B-13J

9 ANTHONY P. DICUS) MCN: ACK-7

10 AND LILIA E. LOPEZ,) **MOTION TO DEEM CURRENT**

11 Debtors)
DATE: December 4, 2012
12 TIME: 9:32 a.m.
JUDGE: Hon. Thomas Holman
13 LOCATION: 501 I Street,
6th Floor, Courtroom 32
14 Sacramento, CA 95814

15 MOTION TO DEEM CURRENT

16 The Debtors, Anthony P. Dicus and Lilia E. Lopez, by and
17 through their attorney, Aaron C. Koenig, move this Court to
18 grant the Motion to Deem Current for post-petition amounts.
19 This motion is being filed pursuant to FRBP 3002.1

20
21 1. The Debtors filed their Chapter 13 bankruptcy case on July
22 22, 2009. The debtor's 1st Amended Plan was confirmed on
23 November 13, 2009. There were no other amended or modified
24 plans filed or confirmed.
25

Case 09-35241 Filed 10/19/12 Doc 69

1 2. Pursuant to the confirmed plan, the debtor's classified the
2 holder of their first mortgage as a Class 1 Claim. The monthly
3 contract installment was listed at \$1,148.62. See Exhibit A.

4 3. On October 5, 2009 the holder of the 1st mortgage filed a
5 claim listing the monthly contract installment to be \$1,148.62.
6 See Exhibit B.

7 4. The debtor has made every payment required under the Plan
8 and made his last payment on July 25, 2012. On August 1, 2012
9 the trustee issued a notice of completed plan payments stating
10 that the debtor has made every payment required under the plan.
11 See Exhibit C

12 5. On September 11, 2012, the trustee filed a Notice of Final
13 Cure Mortgage Payment. On October 1, 2012, the holder of the 1st
14 mortgage filed a response to the final cure payment and stated
15 that the debtor was not current on his ongoing monthly mortgage
16 statement and owed \$8,780.90 in post-petition payments. On the
17 creditors response the ongoing monthly mortgage payment is
18 listed at \$1,629.13. See Exhibit D

19 6. Pursuant to FRBP 3002.1(h), on motion by the debtor or the
20 trustee "the Court shall, after notice and hearing" determine
21 whether the debtor has cured the default and paid all required
22 post petition amounts."

23 7. In our case the debtor has satisfied his burden in proving
24 that he has paid all post-petition amounts. First, the Plan and
25 the 1st filed claim both state that the ongoing monthly mortgage
payment is \$1,148.62. Second, the trustee has issued a notice
that all payments that have been required have been made.

Case 09-35241 Filed 10/19/12 Doc 69

1 Third, the holder of the 1st deed of trust has not filed any
2 statement with the court or mailed to the trustee any notice
3 that the mortgage payment has increased. Pursuant to FRBP
4 3002.1(b), a creditor is required to file with the court and
5 serve upon the trustee when there has been any change in the
6 payment amount no later than 21 days before the payment is due.
7 In our case, no such document was ever filed with the court and
8 attached as a document to the original filed claim.

8 8. Therefore, since the debtor has made all of the required
9 post-petition payments according to the creditors filed claim
10 and no notice was ever given to the trustee or the court
11 regarding a change in the payment amount, the court should deem
12 the debtor current on all post-petition amounts.

13 WHEREFORE, the Debtor respectfully requests that the Court
14 enter an order that the debtor has paid all post-petition
15 amounts that were required.

16 Dated: October 18, 2012

17
18 THE LAW OFFICES OF AARON C. KOENIG

19 BY: /s/Aaron C. Koenig
20 Aaron C. Koenig
21 Attorney for Debtor
22
23
24
25

Case 09-35241 Filed 12/10/12 Doc 78
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
CIVIL MINUTE ORDER

Case Title :	Anthony P. Dicus and Lilia E. Lopez	Case No :	09-35241 – B – 13J
		Date :	12/4/12
		Time :	09:32
Matter :	[69] – Motion/Application to Deem Current [ACK-7] Filed by Debtor Anthony P. Dicus, Joint Debtor Lilia E. Lopez (msts)		
Judge :	Thomas Holman		
Courtroom Deputy :	Sheryl Arnold		
Reporter :	Diamond Reporters		
Department :	B		

APPEARANCES for :
Movant(s) :
Respondent(s) :

CIVIL MINUTE ORDER

The matter was unopposed. The court made the following ruling without findings.

IT IS ORDERED that the motion is granted. Pursuant to Fed. R. Bankr. P. 3002.1(h), the court finds that as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors have cured the pre-petition default owed to and have paid all required ongoing monthly post-petition payments that came due during the term of the confirmed plan to secured creditor OneWest Bank, FSB. Except as so ordered, the motion is denied.

Dated: December 10, 2012

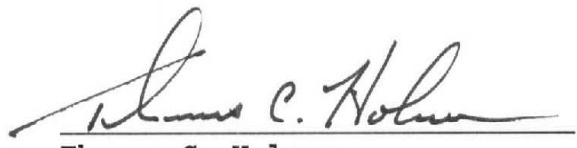

Thomas C. Holman
United States Bankruptcy Judge

Exhibit “5”

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION**

In re:

ANTHONY P DICUS
LILIA E LOPEZ
Debtor(s)

Case No. 09-35241 B13

CHAPTER 13 STANDING TRUSTEE'S FINAL REPORT AND ACCOUNT

JAN P. JOHNSON, chapter 13 trustee, submits the following Final Report and Account of the administration of the estate pursuant to 11 U.S.C. § 1302(b)(1). The trustee declares as follows:

- 1) The case was filed on 07/22/2009.
- 2) The plan was confirmed on 11/13/2009.
- 3) The plan was modified by order after confirmation pursuant to 11 U.S.C. § 1329 on NA.
- 4) The trustee filed action to remedy default by the debtor in performance under the plan on NA.
- 5) The case was completed on 07/20/2012.
- 6) Number of months from filing to last payment: 36.
- 7) Number of months case was pending: 40.
- 8) Total value of assets abandoned by court order: NA.
- 9) Total value of assets exempted: \$56,782.86.
- 10) Amount of unsecured claims discharged without payment: \$24,508.68.
- 11) All checks distributed by the trustee relating to this case have cleared the bank.

Receipts:

Total paid by or on behalf of the debtor	\$63,976.00
Less amount refunded to debtor	\$580.00

NET RECEIPTS: **\$63,396.00**

Expenses of Administration:

Attorney's Fees Paid Through the Plan	\$2,500.00
Court Costs	\$0.00
Trustee Expenses & Compensation	\$3,114.57
Other	\$0.00

TOTAL EXPENSES OF ADMINISTRATION: **\$5,614.57**

Attorney fees paid and disclosed by debtor: \$1,000.00

Scheduled Creditors:

Creditor Name	Class	Claim Scheduled	Claim Asserted	Claim Allowed	Principal Paid	Int. Paid
ARROW FINANCIAL SERVICES	Unsecured	3,114.00	NA	NA	0.00	0.00
BASS & ASSOCIATES PC	Secured	400.00	400.00	400.00	400.00	27.18
BASS & ASSOCIATES PC	Unsecured	NA	273.10	273.10	123.92	0.00
Capital 1 Bank	Unsecured	2,948.00	NA	NA	0.00	0.00
Capital 1 Bank	Unsecured	1,847.00	NA	NA	0.00	0.00
CITIFINANCIAL SERVICES INC	Unsecured	400.00	NA	NA	0.00	0.00
CREDIT FIRST NA	Unsecured	351.00	351.83	351.83	159.65	0.00
Direct Merchants Bank	Unsecured	4,402.00	NA	NA	0.00	0.00
GMAC	Secured	999.00	532.01	532.01	532.01	25.78
INDYMAC BANK	OTHER	NA	NA	NA	0.00	0.00
INDYMAC INC	Unsecured	0.00	NA	NA	0.00	0.00
LINDA FRISBY	Unsecured	3,200.00	NA	NA	0.00	0.00
ONEWEST BANK	OTHER	NA	NA	NA	0.00	0.00
ONEWEST BANK FSB	Secured	310,550.00	320,349.30	0.00	41,350.32	0.00
ONEWEST BANK FSB	Secured	11,669.54	9,798.40	9,798.40	9,798.40	0.00
ONEWEST BANK FSB	Secured	NA	57.43	57.43	57.43	0.00
PRA RECEIVABLES MANAGEMENT I	Unsecured	5,182.00	5,055.53	5,055.53	2,294.00	0.00
PRA RECEIVABLES MANAGEMENT I	Unsecured	2,122.00	2,170.58	2,170.58	984.92	0.00
RECOVERY MANAGEMENT SYSTEM	Unsecured	645.00	645.22	645.22	292.77	0.00
RESURGENT CAPITAL SERVICES	Unsecured	812.00	819.80	819.80	371.99	0.00
TSYS DEBT MANAGEMENT	Unsecured	3,003.00	3,003.93	3,003.93	1,363.06	0.00
Wash Mutual providian	Unsecured	1,868.00	NA	NA	0.00	0.00

Summary of Disbursements to Creditors:			
	<u>Claim Allowed</u>	<u>Principal Paid</u>	<u>Interest Paid</u>
Secured Payments:			
Mortgage Ongoing	\$57.43	\$41,407.75	\$0.00
Mortgage Arrearage	\$9,798.40	\$9,798.40	\$0.00
Debt Secured by Vehicle	\$532.01	\$532.01	\$25.78
All Other Secured	\$400.00	\$400.00	\$27.18
TOTAL SECURED:	\$10,787.84	\$52,138.16	\$52.96
Priority Unsecured Payments:			
Domestic Support Arrearage	\$0.00	\$0.00	\$0.00
Domestic Support Ongoing	\$0.00	\$0.00	\$0.00
All Other Priority	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY:	\$0.00	\$0.00	\$0.00
GENERAL UNSECURED PAYMENTS:	\$12,319.99	\$5,590.31	\$0.00

Disbursements:		
Expenses of Administration	<u>\$5,614.57</u>	
Disbursements to Creditors	<u>\$57,781.43</u>	
TOTAL DISBURSEMENTS :		<u>\$63,396.00</u>

12) The trustee certifies that, pursuant to Federal Rule of Bankruptcy Procedure 5009, the estate has been fully administered, the foregoing summary is true and complete, and all administrative matters for which the trustee is responsible have been completed. The trustee requests a final decree be entered that discharges the trustee and grants such other relief as may be just and proper.

Dated: 11/14/2012

By: /s/ JAN P. JOHNSON

Trustee

STATEMENT: This Unified Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

Exhibit “6”

Case 09-35241 Filed 12/10/12 Doc 78
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
CIVIL MINUTE ORDER

Case Title :	Anthony P. Dicus and Lilia E. Lopez	Case No :	09-35241 – B – 13J
		Date :	12/4/12
		Time :	09:32
Matter :	[69] – Motion/Application to Deem Current [ACK-7] Filed by Debtor Anthony P. Dicus, Joint Debtor Lilia E. Lopez (msts)		
Judge :	Thomas Holman		
Courtroom Deputy :	Sheryl Arnold		
Reporter :	Diamond Reporters		
Department :	B		

APPEARANCES for :
Movant(s) :
Respondent(s) :

CIVIL MINUTE ORDER

The matter was unopposed. The court made the following ruling without findings.

IT IS ORDERED that the motion is granted. Pursuant to Fed. R. Bankr. P. 3002.1(h), the court finds that as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors have cured the pre-petition default owed to and have paid all required ongoing monthly post-petition payments that came due during the term of the confirmed plan to secured creditor OneWest Bank, FSB. Except as so ordered, the motion is denied.

Dated: December 10, 2012

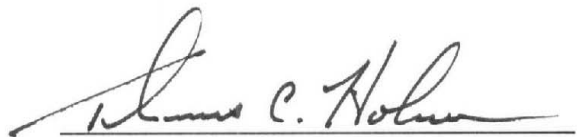


Thomas C. Holman
United States Bankruptcy Judge

Exhibit “7”

Case 09-35241 Filed 01/14/13 Doc 82

FORM L81 Discharge of Debtor After Completion of Chapter 13 Plan (v.1.0)

09-35241 – B – 13J

	<p>UNITED STATES BANKRUPTCY COURT Eastern District of California</p> <p>Robert T Matsui United States Courthouse 501 I Street, Suite 3-200 Sacramento, CA 95814</p> <p>(916) 930-4400 www.caeb.uscourts.gov M-F 9:00 AM – 4:00 PM</p>	<p>FILED</p> <p>1/14/13</p> <p>CLERK, U.S. BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA</p> <p>msts</p>		
<p>DISCHARGE OF DEBTOR AFTER COMPLETION OF CHAPTER 13 PLAN</p>				
<p>Case Number: 09-35241 – B – 13J</p>				
<p>Debtor Name(s), Social Security Number(s), and Address(es):</p> <table><tr><td>Anthony P. Dicus xxx-xx-8278 5950 La Castana Way Sacramento, CA 95823</td><td>Lilia E. Lopez xxx-xx-8773 5950 La Castana Way Sacramento, CA 95823</td></tr></table>			Anthony P. Dicus xxx-xx-8278 5950 La Castana Way Sacramento, CA 95823	Lilia E. Lopez xxx-xx-8773 5950 La Castana Way Sacramento, CA 95823
Anthony P. Dicus xxx-xx-8278 5950 La Castana Way Sacramento, CA 95823	Lilia E. Lopez xxx-xx-8773 5950 La Castana Way Sacramento, CA 95823			
<p>It appearing that the debtor is entitled to a discharge,</p> <p>IT IS ORDERED:</p> <p>The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).</p>				
<p>SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.</p>				

Dated:
1/14/13

For the Court,
Wayne Blackwelder , Clerk

FORM L81
(Continued)

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 13 CASE

This court order grants a discharge to the person (or persons) named as the debtor (or debtors) after they have completed all payments under the chapter 13 plan. It is not a dismissal of the case.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. In a case involving community property, there are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case. A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 13 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt is provided for by the chapter 13 plan or is disallowed by the court pursuant to section 502 of the Bankruptcy Code.

Debts that are Not Discharged

Some of the common types of debts which are not discharged in a chapter 13 bankruptcy case are:

- a. Domestic support obligations;
- b. Debts for most student loans;
- c. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- d. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- e. Debts for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful injury by the debtor that caused personal injury to an individual or the death of an individual (in a case filed on or after October 17, 2005);
- f. Debts provided for under section 1322(b)(5) of the Bankruptcy Code and on which the last payment is due after the date on which the final payment under the plan was due;
- g. Debts for certain consumer purchases made after the bankruptcy case was filed if prior approval by the trustee of the debtor's incurring the debt was practicable but was not obtained;
- h. Debts for most taxes to the extent not paid in full under the plan (in a case filed on or after October 17, 2005); and
- i. Some debts which were not properly listed by the debtor (in a case filed on or after October 17, 2005).


This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

Exhibit “8”

Case 09-35241 Filed 01/28/13 Doc 84

FORM L51 Final Decree (v.7.06)

09-35241 – B – 13J

	UNITED STATES BANKRUPTCY COURT Eastern District of California Robert T Matsui United States Courthouse 501 I Street, Suite 3-200 Sacramento, CA 95814 (916) 930-4400 www.caeb.uscourts.gov M-F 9:00 AM – 4:00 PM	FILED 1/28/13 CLERK, U.S. BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA smis				
FINAL DECREE						
Case Number: 09-35241 – B – 13J						
Debtor Name(s), Social Security Number(s), and Address(es):						
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Anthony P. Dicus xxx-xx-8278 5950 La Castana Way Sacramento, CA 95823 </td> <td style="width: 50%; vertical-align: top;"> Lilia E. Lopez xxx-xx-8773 5950 La Castana Way Sacramento, CA 95823 </td> </tr> </table>			Anthony P. Dicus xxx-xx-8278 5950 La Castana Way Sacramento, CA 95823	Lilia E. Lopez xxx-xx-8773 5950 La Castana Way Sacramento, CA 95823		
Anthony P. Dicus xxx-xx-8278 5950 La Castana Way Sacramento, CA 95823	Lilia E. Lopez xxx-xx-8773 5950 La Castana Way Sacramento, CA 95823					
<table style="width: 100%;"> <tr> <td style="width: 20%;">Trustee:</td> <td> Jan P. Johnson PO Box 1708 Sacramento, CA 95812 </td> </tr> <tr> <td>Telephone Number:</td> <td>916-492-8001</td> </tr> </table>			Trustee:	Jan P. Johnson PO Box 1708 Sacramento, CA 95812	Telephone Number:	916-492-8001
Trustee:	Jan P. Johnson PO Box 1708 Sacramento, CA 95812					
Telephone Number:	916-492-8001					
Office of the United States Trustee: For cases in the Sacramento Division and Modesto Division: 501 I Street, Room 7-500, Sacramento, CA 95814 For cases in the Fresno Division: 2500 Tulare Street, Suite 1401, Fresno, CA 93721						
<p>It appearing to the court that the Trustee in the above-entitled case has completed administration of this estate,</p> <p>IT IS ORDERED that the estate is hereby closed, that the trustee is hereby discharged, and that the trustee's bond is hereby released from further liability, except any liability which may have accrued during the time such bond was in effect for the estate of this case.</p>						

Dated:
1/28/13

For the Court,
Wayne Blackwelder , Clerk

Exhibit “9”

Law Office
Ronald H. Freshman, Esq.

3040 Skycrest Drive
Fallbrook, CA 92028
Office 858-756-8288
Fax 206-424-0744
ronfreshman@gmail.com

Date: June 20, 2013

IndyMac Mortgage Services
PO Box 78826
Phoenix, AZ 85062-8826

Via: Certified U.S. Mail #7011 2970 0003 7964 5153
Return Receipt Requested

Re: Anthony P. Dicus
Purported Loan #3002357204

Address: 5950 La Castana Way
Sacramento, CA 95823

QUALIFIED WRITTEN REQUEST; DEBT VALIDATION
AND DISPUTE OF DEBT

To Whom it May Concern:

We have been retained to represent the above-referenced client, Anthony P. Dicus regarding the status of the purported account/loan number also referenced above.

Attached is our client's authorization to release financial information.

INTRODUCTION; BRIEF STATEMENT OF FACTS

Our client received a call from you stating his property was going into "foreclosure" due to your claim that he is allegedly four months behind. Mr. Dicus states he has had no notice in writing of any such thing.

Upon a return call to (800) 781-7399, Mr. Dicus spoke with an Operator #014 claiming to be named "Melissa;" who told him \$6,227.77 was allegedly owed on the purported account. Melissa further stated "Once your loan came out of bankruptcy it went into the previous status as before - as delinquent and foreclosure status." She then

attempted to induce our client into considering a loan modification, which appears to have been solicited under false pretenses.

Upon Mr. Dicus telling Melissa that he was current in his payments and he had never been late, Melissa told Mr. Dicus he could contact your “foreclosure attorney’s office” at (619) 243-8415 referencing vendor #3002357204. This was not only intimidating but infuriating.

Our client then contacted us to deal with this situation.

QUALIFIED WRITTEN REQUEST

This letter shall be deemed a 12 U.S.C. § 2601, *et seq.*, as amended (“RESPA”) qualified written request to which provisions of the Dodd-Frank Act § 1463 also applies.

This request is directly related to the servicing of the purported loan; includes the name and account number, as well as a statement for the reasons Mr. Dicus believes the alleged account is in error. Sufficient detail regarding the other information sought¹ by Mr. Dicus is contained in this request.

To independently validate our client’s concerns, please provide the following.

1. Fully identify the purported owner the Dicus’ loan by name, address and phone number which is defined as the person or entity that purports to be lawfully entitled to the payments due under any promissory note that he allegedly signed when the loan was originated. If the “owner” is a so-called “securitized trust”, please identify:
 - (a) the name of the specific trust in which my loan is supposedly “pooled” (and not simply the name of the Trustee);
 - (b) the CUSIP number for the purported trust; and
 - (c) the specific date the purported loan, including the indorsement of the note and assignment of the Deed of Trust, were allegedly sold into said trust along with evidence of the consideration paid therefore.
2. Please provide a certified copy of the purported “Note” in its current condition format and size, front and back, showing all indorsements and/or allonges thereto; as of the date of this letter;

¹ 12 U.S.C. § 2605(e)(1)(B)(ii).

3. Please fully identify the current holder of the Dicus' Deed of trust by name, address and phone number.
4. Please identify the principal for whom Mortgage Electronic Registration Systems, Inc., ("MERS") purports to act and provide written proof of the authorization of MERS to act for the original or any other "lender" with respect to the purported Deed of Trust.²
5. Please provide the MERS Milestone/Summary Report showing all transfers of servicing and beneficial interest rights.²
6. Please confirm or deny whether the Dicus' purported Note was sold separately from the Deed of Trust or vice-versa and identify:
 - (a) each and every party that purchased the purported Note or any interest therein;
 - (b) the date upon which any such purchase(s) took place;
 - (c) the amount of consideration paid for the purported Note along with evidence of payment including any ledgers, books, cancelled checks or other similar "paper trail" for the actual consideration both paid and received for each and every alleged "transfer;" "indorsement;" or "assignment."
- 9) Please provide a "life of loan" history and a full accounting of each and every payment paid, received and accounted for related to this purported account that includes any and all claimed arrears, delinquencies or additional charges, including but not thereby limited to, escrow charges, fees, rebates, refunds, kickbacks, profits, gains or any other additions or subtractions to the purported account for any reason.
- 10) Please also provide an explanation of how any amount allegedly due was calculated including any dates for adjustments and why so adjusted.
- 11) Please provide any applicable pool, pooling, pooling and servicing, assignment and assumption, deposit, custodial, master purchasing,

² We know "Indymac Mortgage Services a division of OneWest Bank®" is a service mark of OneWest Bank and OneWest Bank is a MERS member with full access to all the MERS and other documentation requested.

servicing, sub-servicing and/or master-servicing, trust or other agreements related in any way to this purported account or the alleged securitization thereof.

DEBT VALIDATION DEMAND AND DISPUTE OF DEBT

Mr. Dicus herewith disputes the purported “debt” and demands validation of same. Based on the aforementioned irregularities; manner in which he has been treated; and recent events surrounding the foreclosure crisis and allegations of fraudulent foreclosure activity, Mr. Dicus now questions whether you are or have ever been a legitimate “servicer” of his purported “loan” or account, which at this point he is not sure he owes to anyone, let alone Indymac Mortgage Services which from our research is not a separate entity from OneWest Bank but merely a service mark thereof. Accordingly, due to the lack of sufficient evidence supporting your claim of servicing rights, Mr. Dicus requests validation of the purported “debt”³ which shall remain disputed absent your providing concrete evidence of both the ownership and any duly authorized and/or properly and legally assigned and adequately documented servicing rights thereto as well as an existing and legal security instrument thereto.

A cursory review of the recorded documents casts doubt on the legitimacy of your servicing or any other authority regarding this purported “debt” or whether the purported “debt” exists at all. Therefore pursuant to the current Homeowner Bill of Rights and associated Civil Code, our client requests irrefutable proof of your servicing authority, including but not thereby limited to, validation of the purported “debt;” proof of your authority to record or cause to be recorded any documents related to this property; any assignments of deeds of trust; substitutions of trustee(s); copies of the purported “deed of trust” and note which is to include any indorsements or allonges thereto and any corporate resolutions and/or power(s) of attorney authorizing any signatories utilized in executing any documents.

You are herewith notified that any further correspondence shall be through this office and in writing. Our client is not to be directly contacted by telephone or in any other manner.

³ This request is not merely for you to provide the purported “evidence of the debt” in the form of the “Note;” the ownership of which is disputed, but a complete and un-broken chain of indorsements and accounting.

Dodd-Frank and the Consumer Protection Act have changed the timelines for qualified written request responses that not only requires acknowledgement within 5 days but also a substantive response within 30 days which we look forward to receiving at your earliest possible convenience.

Time is of the essence in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald H. Freshman". The signature is fluid and cursive, with a large, stylized "R" at the beginning.

Ronald H. Freshman, Esq.
Attorney for Anthony P. Dicus

Wednesday, June 19, 2013

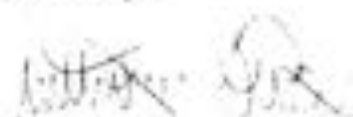
Anthony Dicus
5950 La Castana Way
Sacramento, Ca 95823

Ronald H. Freshman, Esq.
3040 Skycrest Drive
Fallbrook, Ca 92028

To Whom It May Concern:

This letter is to inform you that I give permission to Ronald H.
Freshman, Esq. to represent & speak for me with any and all
transactions dealing with INDYMAC BANK (loan #3002357204) in
reference to my home (5950 La Castana Way Sacramento, Ca 95823).

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Dicus", is written over a horizontal line.

Anthony Dicus

916-395-2326

Exhibit “10”

IndyMac Mortgage Services, a division of OneWest Bank[®], FSB
Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

July 1, 2013

Law Office of Ronald H. Freshman, Esq.
3040 Skycrest Drive
Fallbrook, CA 92028

RE: Mr. Anthony Dicus
Loan Number 3002357204

Dear Mr. Freshman:

This letter is in response to correspondence dated June 20, 2013, regarding the above referenced home loan. Although your correspondence is presented as a qualified written request (QWR) it does not constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA).

Please understand this correspondence is being sent to you as you are representing our customer. Going forward no phone calls will be made to our customer unless a written request is received advising us to remove the cease and desist.

A QWR is written correspondence to the loan servicer stating specific a customer believes the servicing of his/her account is in error. It must also include sufficient detail to allow the servicer the opportunity to fully investigate the matter to determine if errors were made in connection with the servicing of the account. Your correspondence fails to state that you believe there are specific errors in the servicing of the account sufficient to allow IndyMac Mortgage Services, a division of OneWest Bank, FSB the ability to investigate further. If you have a specific loan servicing issue, such as a payment application or disbursement issue, please send all inquiries to the address below with a detailed explanation as to why you believe the account is in error.

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
Attention: Research Department
6900 Beatrice Drive
Kalamazoo, MI 49009

A QWR is not a vehicle for obtaining information regarding the lender's general business practices, including but not limited to its operations, systems of record, servicing by a prior servicing company or business relationships. With respect to those of your inquiries which go beyond the scope of a legitimate QWR, IndyMac Mortgage Services respectfully declines to provide the information requested.

In compliance with the Fair Debt Collection Practices Act (FDCPA), enclosed is a copy of the promissory note. A 24-month transaction history and bankruptcy payment reconciliation are included that accurately report the application of all payments we received during that period. If you dispute the pay history, please provide us details in support of any dispute, including but not limited to the dates of any transaction in dispute, amounts in dispute, copies of cancelled checks, receipts, bank statements, etc. You may request a life of loan payment history by completing the attached form and submitting it and the required fee to the address shown on the form.

As reflected in the transaction history enclosed Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013, together with the subsequent installments and late charges and other amount due under the note and deed of trust.

Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which your client's mortgage was pooled. Their phone number is 1.303.515.8131 and their address is

10350 Park Meadows Dr. Fl 3 Littleton, CO 80124. Your loan is pooled in the mortgage backed security identified as LXS 2007-6 4/30/07.

The servicing agreement between OneWest Bank, FSB and Nation Star Mortgage identifies IndyMac Mortgage Services, a division of OneWest Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to, (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default; (c) processing loan modification requests; and (d) responding to borrowers' inquiries. Please direct all of your correspondence to IndyMac Mortgage Services.

Your letter included a request for copies of certain documents that pertain to this loan. The copies you requested can be costly, so as a courtesy we are writing to encourage you to check your client's records to determine if your client has retained the documents provided when the loan closed. Limiting the number of document copies you actually need from IndyMac Mortgage Services will be less expensive and may save time.

Please research your client's records and complete the enclosed order form once you have identified the document copies you still require from IndyMac Mortgage Services. Once your form is complete, please submit a check in the total amount due along with the request form to IndyMac Mortgage Services, a division of OneWest Bank, FSB, Attention: RESPA Department, 6900 Beatrice Drive Kalamazoo, MI 49009. Upon receiving your request and payment, we will provide the desired documents to you within 30 business days of our receipt of the order form. If we do not receive the order form and payment within 30 business days, we will close this request.

We have conducted an investigation of the account and have determined:

1. No corrections have been made to the account as we are of the opinion the account has been serviced in compliance with the terms of the documents signed at closing.
2. Should you require any further assistance regarding the account, you may contact our Customer Service Department at 1.800.781.7399 or in writing at the following address 6900 Beatrice Drive Kalamazoo, MI 49009.
3. To the extent we are obligated either contractually or under any applicable statute or regulation to furnish the requested information to you, such information has been provided. We respectfully decline to provide any other information you may have requested, as such information may be privileged, confidential or otherwise not subject to disclosure.

If you have questions regarding our workout programs, please call IndyMac Mortgage Services at 1.800.781.7399 or you may access our website at www.indymacmortgageservices.com.

Please be assured all options were considered in every effort to assist you with this matter. In the event you require further assistance please call 1.800.781.7399 Monday through Friday, from 8:00 a.m. until 9:00 p.m. Eastern Time.

Respectfully,

IndyMac Mortgage Services
a division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Loan Number: 2006-10-11-00636

MIN: 1001752-0000309573-7

6070067

ADJUSTABLE RATE NOTE

(MTA - Twelve Month Average Index - Payment Caps)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

October 26, 2006
(Date)

CAMPBELL
(City)
5950 LA CASTANA WAY
SACRAMENTO, CA 95823

CALIFORNIA
(State)

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$288,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed (115.000%) of the Principal amount I originally borrowed. This is called the "Maximum Limit." The Lender is MELA, Inc., DBA Mortgage Investment Lending Associates, Inc., a Washington Corporation.

I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST RATE, INTEREST RATE CHANGE DATE AND INDEX**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.500%. The interest rate I will pay may change in accordance with Section 2 of this Note. The interest rate required by Section 2 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of December, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 800/1000 percentage points (3.800%) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new Interest Rate until the next Interest Rate Change Date. My interest will never be greater than 9.950%. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS**(A) Time and Place of Payments**

I will make a payment every month on the first day of the month, beginning on December 01, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 10334
Van Nuys, CA 91410-0334

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$993.95 unless adjusted under Section 3(F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of December, 2007 and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount the Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur. I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the Interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to 115,000 percent of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full, on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the fifth (5th) Payment Change Date and on each succeeding fifth (5th) Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

NOTE: These Payment Options are only applicable if they are greater than the Minimum Payment.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

☒ If this box is checked, I have selected a loan which has a prepayment penalty. Therefore this section of the Note entitled Borrower's Right to Prepay is hereby amended by the Prepayment Addendum to Note attached hereto and made a part hereof and defines the terms of the prepayment penalty.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reductions due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of the Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person, who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

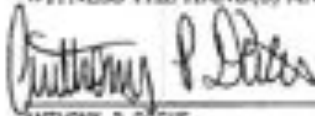
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



ANTHONY P. DICUS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

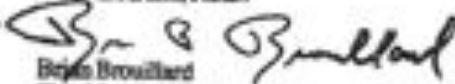
[Sign Original Only]

PAY TO THE ORDER OF
IndyMac Bank F.S.B.
(WITHOUT RECOURSE)


TRISHY REESE
ASST. LOAN COORDINATION MANAGER
MILA, INC.
DEA Mortgage Investment Lending Associates, Inc.
A WASHINGTON CORPORATION

Pay To The Order Of

Without Recourse
IndyMac Bank, F.S.B.

By 
Brian Brouillard
First Vice President

PREPAYMENT ADDENDUM TO NOTE
CALIFORNIA

Loan Number: 2006-10-11-00636

Loan Amount: \$288,000.00

Property: 5950 LA CASTANA WAY
 SACRAMENTO, CA 95823

This Prepayment Addendum to Note ("Addendum") is made this 25th day of October, 2006, and is incorporated into and amends and supplements the Note dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall prevail over and will supersede any inconsistent provisions of the Note.

The section of the Note entitled **BORROWER'S RIGHT TO PREPAY** is amended to read in its entirety as follows:

BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reductions due to my partial Prepayment may be offset by an interest rate increase.

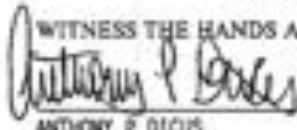
If within (3) Three years from the date of execution of the Security Instrument I make a full Prepayment or, in certain cases a partial Prepayment, I will at the same time pay to the Note Holder a Prepayment charge. The Prepayment charge will be equal to six (6) months advance interest on the amount of any Prepayment that, when added to all other amounts prepaid during the twelve (12) month period immediately preceding the date of the Prepayment, exceed twenty percent (20%) of the original principal amount of the Note. In no event will such a charge be made if it violates state or federal law.

NOTICE TO BORROWER(S)

DO NOT SIGN THIS ADDENDUM BEFORE YOU READ IT.

THIS ADDENDUM PROVIDES FOR THE PAYMENT OF A FEE IF YOU REPAY THE LOAN BEFORE THE SCHEDULED MATURITY DATE SPECIFIED IN THE NOTE.

WITNESS THE HANDS AND SEAL(S) OF THE UNDERSIGNED.


 ANTHONY P. DICUS

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

ONE WEST BANK, FSB
HOME LOAN SERVICING
P.O. BOX 4045
KALAMAZOO, MICHIGAN 49003-4045
1-800-781-7399

REQ BY 63I CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 07/01/13
PAGE 1

ANTHONY P DICUS THE FOLLOWING IS THE PAYMENT HISTORY YOU
5950 LA CASTANA WAY REQUESTED. SHOULD YOU HAVE ANY QUESTIONS
SACRAMENTO CA 95823 REGARDING THIS HISTORY, PLEASE CALL THE
CUSTOMER SERVICE DEPARTMENT AT THE ABOVE
REFERENCED TELEPHONE NUMBER. THANK YOU.

LOAN NUMBER: 3002357204

CURRENT ACCOUNT INFORMATION					
DATE	TOTAL	PRINCIPAL	LOAN	CURRENT	ESCROW
PAYMENT	PAYMENT	& INTEREST	INTEREST	PRINCIPAL	BALANCE
DUE	AMOUNT	PAYMENT	RATE	BALANCE	BALANCE
03-01-13	1,629.13	1,629.13	4.00000	299,425.11	0.00
2ND MORTGAGE:			0.00 0.00000	0.00	

ACTIVITY FOR PERIOD 01/01/11 - 06/29/13					
PROCESS	DUE	TRANSACTION	TRANSACTION	EFFECTIVE DATE	
DATE	DATE	CODE	DESCRIPTION	OF TRANSACTION	

TRANSACTION	PRIN. PAID/	ESCROW PAID/		OTHER	
AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION

06-17-13	03-13	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	81.46-1	LATE CHARGE
06-11-13	00-00	633	MISC. F/C AND B/R EXPENSES		
11.00	0.00	0.00	0.00		
05-28-13	03-13	493	ARM LOAN ADJUSTMENT		
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 1,629.13					
05-28-13	02-13	173	PAYMENT		05-24-13
1,629.13	628.95	1,000.18	0.00		
299,425.11 NEW PRINCIPAL/ESCROW BALANCES					
05-23-13	00-00	710	ATTORNEY ADVANCE REPAYMENT		
0.00	0.00	0.00	0.00	150.00-	
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
11.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
150.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
741.84	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
66.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
625.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
585.00	0.00	0.00	0.00		

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CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13

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ANTHONY P DICUS
 LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		EFFECTIVE DATE OF TRANSACTION	
TRANSACTION DATE		TRANSACTION DATE		TRANSACTION CODE		TRANSACTION DESCRIPTION	
TRANSACTION AMOUNT		PRIN. PAID/ BALANCE		INTEREST		ESCROW PAID/ BALANCE	
						OTHER CODE/DESCRIPTION	
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
1,070.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
66.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
44.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
11.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
150.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
741.84		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
66.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
625.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
585.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
1,070.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
66.00		0.00		0.00			
05-23-13	00-00	745	CORP. ADVANCE	ADJUSTMENT			
44.00		0.00		0.00			
05-06-13	00-00	633	MISC. F/C AND B/R EXPENSES				
11.00		0.00		0.00			
04-29-13	02-13	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
04-29-13	01-13	173	PAYMENT				04-26-13
1,629.13		626.86	1,002.27	0.00			
300,054.06				NEW PRINCIPAL/ESCROW BALANCES			
04-03-13	01-13	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
04-03-13	12-12	173	PAYMENT				03-30-13
1,629.13		624.78	1,004.35	0.00			
300,680.92				NEW PRINCIPAL/ESCROW BALANCES			

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REQ BY 631

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13
PAGE 3ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		TRANSACTION CODE		TRANSACTION DESCRIPTION		EFFECTIVE DATE OF TRANSACTION	
TRANSACTION AMOUNT	PRIN. BALANCE	PAID/ INTEREST	ESCROW PAID/ BALANCE	AMOUNT	OTHER CODE/DESCRIPTION						
04-02-13 00-00	633	MISC. F/C AND B/R EXPENSES									
11.00	0.00	0.00	0.00								
03-07-13 00-00	633	MISC. F/C AND B/R EXPENSES									
145.00	0.00	0.00	0.00								
03-04-13 12-12	493	ARM LOAN ADJUSTMENT									
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:				1,629.13			
03-04-13 11-12	173	PAYMENT								02-28-13	
1,629.13	622.70	1,006.43	0.00								
301,305.70				NEW PRINCIPAL/ESCROW BALANCES							
03-04-13 00-00	633	MISC. F/C AND B/R EXPENSES									
11.00	0.00	0.00	0.00								
02-19-13 00-00	633	MISC. F/C AND B/R EXPENSES									
11.00	0.00	0.00	0.00								
01-23-13 11-12	493	ARM LOAN ADJUSTMENT									
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:				1,629.13			
01-23-13 10-12	173	PAYMENT								01-22-13	
1,629.13	620.63	1,008.50	0.00								
301,928.40				NEW PRINCIPAL/ESCROW BALANCES							
01-03-13 00-00	633	MISC. F/C AND B/R EXPENSES									
11.00	0.00	0.00	0.00								
12-26-12 10-12	493	ARM LOAN ADJUSTMENT									
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:				1,629.13			
12-26-12 09-12	173	PAYMENT								12-21-12	
1,629.13	618.57	1,010.56	0.00								
302,549.03				NEW PRINCIPAL/ESCROW BALANCES							
12-04-12 09-12	493	ARM LOAN ADJUSTMENT									
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:				1,629.13			
12-04-12 08-12	173	PAYMENT								11-30-12	
1,629.13	616.52	1,012.61	0.00								
303,167.60				NEW PRINCIPAL/ESCROW BALANCES							
12-03-12 00-00	633	MISC. F/C AND B/R EXPENSES									
11.00	0.00	0.00	0.00								
11-19-12 00-00	630	ATTORNEY ADVANCES									
250.00	0.00	0.00	0.00								
11-01-12 08-12	493	ARM LOAN ADJUSTMENT									
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:				1,629.13			

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CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13
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ANTHONY P DICUS
LOAN NUMBER: 3002357204

ACTIVITY FOR PERIOD 01/01/11 - 06/29/13					
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION	
11-01-12	07-12	173	PAYMENT		10-27-12
1,629.13		614.47	1,014.66	0.00	
		303,784.12			NEW PRINCIPAL/ESCROW BALANCES
10-22-12	00-00	633	MISC. F/C AND B/R EXPENSES		
11.00		0.00	0.00	0.00	
10-01-12	07-12	493	ARM LOAN ADJUSTMENT		
		NEW INTEREST RATE: 0.04000	NEW PRIN & INT PAYMENT:	1,629.13	
10-01-12	06-12	173	PAYMENT		09-28-12
1,629.13		612.43	1,016.70	0.00	
		304,398.59			NEW PRINCIPAL/ESCROW BALANCES
09-26-12	00-00	633	MISC. F/C AND B/R EXPENSES		
11.00		0.00	0.00	0.00	
09-07-12	00-00	633	MISC. F/C AND B/R EXPENSES		
145.00		0.00	0.00	0.00	
08-23-12	00-00	633	MISC. F/C AND B/R EXPENSES		
11.00		0.00	0.00	0.00	
08-16-12	06-12	493	ARM LOAN ADJUSTMENT		
		NEW INTEREST RATE: 0.04000	NEW PRIN & INT PAYMENT:	1,629.13	
08-16-12	05-12	173	PAYMENT		
0.00		610.39	1,018.74	0.00	1,629.13-
		305,011.02			NEW PRINCIPAL/ESCROW BALANCES
08-15-12	05-12	173	PAYMENT		
1,629.13		0.00	0.00	0.00	1,629.13
08-15-12	05-12	493	ARM LOAN ADJUSTMENT		
		NEW INTEREST RATE: 0.04000	NEW PRIN & INT PAYMENT:	1,629.13	
08-15-12	04-12	173	PAYMENT		08-09-12
1,148.62		608.36	1,020.77	0.00	480.51-
		305,621.41			NEW PRINCIPAL/ESCROW BALANCES
07-24-12	00-00	633	MISC. F/C AND B/R EXPENSES		
11.00		0.00	0.00	0.00	
07-13-12	04-12	493	ARM LOAN ADJUSTMENT		
		NEW INTEREST RATE: 0.04000	NEW PRIN & INT PAYMENT:	1,629.13	
07-13-12	03-12	173	PAYMENT		07-06-12
1,148.62		606.34	1,022.79	0.00	480.51-
		306,229.77			NEW PRINCIPAL/ESCROW BALANCES
06-22-12	03-12	173	PAYMENT		06-08-12
1,148.62		0.00	0.00	0.00	1,148.62

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CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13
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ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		EFFECTIVE DATE OF TRANSACTION	
TRANSACTION DATE	TRANSACTION CODE	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	AMOUNT	OTHER CODE/DESCRIPTION	
06-22-12	00-00	633	MISC. F/C AND B/R EXPENSES				
		11.00	0.00	0.00	0.00		
05-25-12	00-00	633	MISC. F/C AND B/R EXPENSES				
		11.00	0.00	0.00	0.00		
05-17-12	03-12	493	ARM LOAN ADJUSTMENT				
		NEW INTEREST RATE: 0.04000		NEW PRIN & INT PAYMENT:	1,629.13		
05-17-12	02-12	173	PAYMENT				05-07-12
		1,148.62	604.33	1,024.80	0.00	480.51-	
		306,816.11				NEW PRINCIPAL/ESCROW BALANCES	
04-24-12	00-00	633	MISC. F/C AND B/R EXPENSES				
		11.00	0.00	0.00	0.00		
04-11-12	02-12	493	ARM LOAN ADJUSTMENT				
		NEW INTEREST RATE: 0.04000		NEW PRIN & INT PAYMENT:	1,629.13		
04-11-12	01-12	173	PAYMENT				04-06-12
		1,148.62	602.32	1,026.81	0.00	480.51-	
		307,440.44				NEW PRINCIPAL/ESCROW BALANCES	
03-28-12	00-00	633	MISC. F/C AND B/R EXPENSES				
		11.00	0.00	0.00	0.00		
03-13-12	01-12	493	ARM LOAN ADJUSTMENT				
		NEW INTEREST RATE: 0.04000		NEW PRIN & INT PAYMENT:	1,629.13		
03-13-12	12-11	173	PAYMENT				03-08-12
		1,148.62	600.32	1,028.81	0.00	480.51-	
		308,042.76				NEW PRINCIPAL/ESCROW BALANCES	
03-13-12	00-00	633	MISC. F/C AND B/R EXPENSES				
		145.00	0.00	0.00	0.00		
03-02-12	00-00	633	MISC. F/C AND B/R EXPENSES				
		11.00	0.00	0.00	0.00		
02-13-12	12-11	173	PAYMENT				02-08-12
		1,148.62	0.00	0.00	0.00	1,148.62	
01-25-12	00-00	632	STATUTORY EXPENSES				
		21.00	0.00	0.00	0.00		
01-24-12	00-00	633	MISC. F/C AND B/R EXPENSES				
		11.00	0.00	0.00	0.00		
01-13-12	00-00	632	STATUTORY EXPENSES				
		21.00	0.00	0.00	0.00		
01-13-12	00-00	630	ATTORNEY ADVANCES				
		45.00	0.00	0.00	0.00		

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CUSTOMER ACCOUNT ACTIVITY STATEMENT

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ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE	DUE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	01/01/11 - 06/29/13 TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	OTHER CODE/DESCRIPTION
01-11-12 12-11	493	ARM LOAN ADJUSTMENT		
	NEW INTEREST RATE: 0.04000		NEW PRIN & INT PAYMENT:	1,629.13
01-11-12 11-11	173	PAYMENT		01-09-12
1,148.62	297.56	1,029.80	0.00	178.74-
	308,643.08			NEW PRINCIPAL/ESCROW BALANCES
12-28-11 00-00	633	MISC. F/C AND B/R EXPENSES		
11.00	0.00	0.00	0.00	
12-09-11 11-11	493	ARM LOAN ADJUSTMENT		
	NEW INTEREST RATE: 0.04000		NEW PRIN & INT PAYMENT:	1,327.36
12-09-11 10-11	173	PAYMENT		12-08-11
1,148.62	296.57	1,030.79	0.00	178.74-
	308,940.64			NEW PRINCIPAL/ESCROW BALANCES
11-29-11 10-11	168	REPAY OF ESCROW ADVANCE		
0.00	0.00	0.00	1531.00-	1,531.00
11-29-11 10-11	163	HAZARD INSURANCE REFUND DEPOSIT		
1,531.00	0.00	0.00	1531.00	0.00
				NEW PRINCIPAL/ESCROW BALANCES
11-25-11 00-00	633	MISC. F/C AND B/R EXPENSES		
11.00	0.00	0.00	0.00	
11-10-11 10-11	493	ARM LOAN ADJUSTMENT		
	NEW INTEREST RATE: 0.04000		NEW PRIN & INT PAYMENT:	1,327.36
11-10-11 09-11	173	PAYMENT		11-07-11
1,148.62	295.58	1,031.78	0.00	178.74-
	309,237.21			NEW PRINCIPAL/ESCROW BALANCES
10-24-11 00-00	633	MISC. F/C AND B/R EXPENSES		
11.00	0.00	0.00	0.00	
10-12-11 09-11	493	ARM LOAN ADJUSTMENT		
	NEW INTEREST RATE: 0.04000		NEW PRIN & INT PAYMENT:	1,327.36
10-12-11 08-11	173	PAYMENT		10-07-11
1,148.62	262.44	1,064.92	0.00	178.74-
	309,532.79			NEW PRINCIPAL/ESCROW BALANCES
09-30-11 00-00	633	MISC. F/C AND B/R EXPENSES		
11.00	0.00	0.00	0.00	
09-13-11 08-11	493	ARM LOAN ADJUSTMENT		
	NEW INTEREST RATE: 0.04125		NEW PRIN & INT PAYMENT:	1,327.36
09-13-11 07-11	173	PAYMENT		09-09-11
1,148.62	261.54	1,065.82	0.00	178.74-
	309,795.23			NEW PRINCIPAL/ESCROW BALANCES

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CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13
PAGE 7ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		EFFECTIVE DATE OF TRANSACTION	
TRANSACTION DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION BALANCE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION BALANCE
08-26-11	07-11	161 ESCROW ADVANCE	1,531.00	1531.00			
08-26-11	06-11	351 HAZARD INSURANCE DISBURSEMENT	1,531.00	1531.00			
08-24-11	00-00	633 MISC. F/C AND B/R EXPENSES	145.00	0.00			
08-23-11	00-00	633 MISC. F/C AND B/R EXPENSES	11.00	0.00			
08-10-11	07-11	173 PAYMENT	150.00	0.00			08-08-11
08-10-11	07-11	173 PAYMENT	199.70	0.00			
08-10-11	07-11	493 ARM LOAN ADJUSTMENT					
08-10-11	06-11	173 PAYMENT	1,148.62	0.00			08-08-11
07-29-11	06-11	493 ARM LOAN ADJUSTMENT					
07-29-11	05-11	173 PAYMENT	0.00	0.00			
07-27-11	00-00	633 MISC. F/C AND B/R EXPENSES	11.00	0.00			
07-18-11	05-11	173 PAYMENT	1,148.62	0.00			07-08-11
07-18-11	05-11	173 PAYMENT	449.39	0.00			
06-27-11	00-00	633 MISC. F/C AND B/R EXPENSES	11.00	0.00			
06-20-11	05-11	493 ARM LOAN ADJUSTMENT					
06-20-11	04-11	173 PAYMENT	1,148.62	0.00			06-08-11

ONE WEST BANK, FSB
HOME LOAN SERVICING
P.O. BOX 4045
KALAMAZOO, MICHIGAN 49003-4045
1-800-781-7399

REQ BY 631

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13

PAGE 8

ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		EFFECTIVE DATE OF TRANSACTION	
		TRANSACTION CODE	TRANSACTION DESCRIPTION				
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	AMOUNT	OTHER CODE/DESCRIPTION		
06-20-11	04-11	173	PAYMENT				
452.31	0.00	0.00	0.00	452.31			
05-10-11	04-11	173	PAYMENT				
448.45	0.00	0.00	0.00	448.45			
05-10-11	04-11	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04125		NEW PRIN & INT PAYMENT:		1,327.36			
05-10-11	03-11	173	PAYMENT				05-06-11
1,148.62	257.97	1,069.39	0.00	178.74-			
	310,836.02			NEW PRINCIPAL/ESCROW BALANCES			
04-14-11	03-11	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04125		NEW PRIN & INT PAYMENT:		1,327.36			
04-14-11	02-11	173	PAYMENT				
0.00	257.09	1,070.27	0.00	1,327.36-1			
	311,093.99			NEW PRINCIPAL/ESCROW BALANCES			
04-11-11	02-11	173	PAYMENT				
898.09	0.00	0.00	0.00	898.09			
04-11-11	02-11	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04125		NEW PRIN & INT PAYMENT:		1,327.36			
04-11-11	01-11	173	PAYMENT				04-08-11
1,148.62	256.21	1,071.15	0.00	178.74-			
	311,351.08			NEW PRINCIPAL/ESCROW BALANCES			
03-11-11	01-11	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04125		NEW PRIN & INT PAYMENT:		1,327.36			
03-11-11	12-10	173	PAYMENT				03-07-11
1,148.62	255.33	1,072.03	0.00	178.74-			
	311,607.29			NEW PRINCIPAL/ESCROW BALANCES			
02-23-11	00-00	633	MISC. F/C AND B/R EXPENSES				
145.00	0.00	0.00	0.00				
02-10-11	12-10	173	PAYMENT				
449.76	0.00	0.00	0.00	449.76			
02-10-11	12-10	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04125		NEW PRIN & INT PAYMENT:		1,327.36			
02-10-11	11-10	173	PAYMENT				02-07-11
1,148.62	162.17	1,072.59	0.00	86.14-			
	311,862.62			NEW PRINCIPAL/ESCROW BALANCES			
01-13-11	11-10	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04125		NEW PRIN & INT PAYMENT:		1,234.76			

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1-800-781-7399

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13
PAGE 9

REQ BY 63I

ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		EFFECTIVE DATE OF TRANSACTION	
		TRANSACTION CODE	TRANSACTION DESCRIPTION				
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	AMOUNT	OTHER CODE/DESCRIPTION		
01-13-11 10-10 173	PAYMENT						
0.00	161.62	1,073.14	0.00	1,234.76-1			
	312,024.79			NEW PRINCIPAL/ESCROW BALANCES			
01-12-11 10-10 173	PAYMENT						
449.97	0.00	0.00	0.00	449.97			
01-12-11 10-10 493	ARM LOAN ADJUSTMENT						
NEW INTEREST RATE: 0.04125		NEW PRIN & INT PAYMENT:		1,234.76			
01-12-11 09-10 173	PAYMENT					01-07-11	
1,148.62	161.07	1,073.69	0.00	86.14-			
	312,186.41			NEW PRINCIPAL/ESCROW BALANCES			

[illegible]

2000-2001	May 11		Teacher		\$108.78	\$1,347.61	\$1,357.39	\$14,117.49		\$1,357.39	\$1,357.39	\$1,465.78		\$1,465.78		
2000-2001	Jun 11	Jun 11	Teacher	\$1,144.60	\$108.78	\$1,357.39	\$1,357.39	\$14,117.49		\$1,357.39	\$1,357.39	\$1,465.78	\$174.74			

Results

[illegible]

IndyMac Mortgage Services, a division of OneWest Bank[®] FSB

Home Loan Servicing • P.O. Box 4502 • Kalama, WA 99123-4502

July 03, 2013

Law Office of Ronald H. Freshman, Esq.
1040 Skycrest Drive
Fallbrook, CA 92028

Subject: Mortgage Loan Number 3602357204

Dear Ronald H. Freshman, Esq.:

Thank you for writing IndyMac Mortgage Services, a division of OneWest Bank[®], FSB regarding your mortgage loan.

IndyMac Mortgage Services received your letter requesting additional information regarding your loan and is in the process of evaluating your request to determine whether your letter is considered a RESPA - Qualified Written Request (RESPA - QWR) under the Real Estate Settlement Procedures Act (RESPA). If your letter does constitute a RESPA - QWR, IndyMac Mortgage Services is required to provide an acknowledgement letter within 20 business days of receipt of your letter and is also required to have the issue(s) raised in your letter addressed or resolved by the 60th business day of receipt of your letter.

Please be advised this letter shall serve as that acknowledgement for receipt of your letter. IndyMac Mortgage Services reserves its right to conclude and inform you that your letter may not constitute a RESPA - QWR but will, in any event, provide a response to your letter when required under applicable laws.

If you need further assistance, please contact Customer Service Direct at (800) 781-7399. Representatives are available Monday through Friday, from 8:00 a.m. to 9:00 p.m. Eastern Time.

Respectfully,

Customer Service
IndyMac Mortgage Services, a division of OneWest Bank,[®] FSB

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

RS777 018 26H

Exhibit “1 1”

IndyMac Mortgage Services, a division of OneWest Bank, FSB

Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

July 10, 2013

Anthony P Dicus
5950 LA Castana Way
Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount submitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 8227.11

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "IndyMac Mortgage Services" and mail it to the following address:

IndyMac Mortgage Services, A Division of OneWest Bank
PO Box 4045
Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7199 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services. For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fo>, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure: IndyMac Mortgage Services, a division of OneWest Bank, FSB has a number of programs designed to help borrowers who are struggling to make their mortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com. We look forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department
IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONAL USE*

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



Enter below are the security features provided on this document which meet and/or exceed industry guidelines.

Security Features	Descriptions / Fraud Indicators
Security Watermark	Reflective, white opaque ink readable when held at an angle, viewed under UV light, or rubbed with coin.
Microprinting	Reduced form of type on front side of check appear as a solid line until viewed under magnification.
Chemical Sensation	Colored stain(s) on either or both sides of check indicate possible chemical alteration.
Invisible Fluorescent Mark	Invisible Mark on surface of check become visible under UV light.
Color Retention Treatment	Ink is bonded to surface of check. Surface discoloration indicates possible alteration.
Adhesive Seal	Seal located on face of check that alerts holder that the document contains security features.

Exhibit “12”

Law Office
Ronald H. Freshman, Esq.

3040 Skycrest Drive
Fallbrook, CA 92028
Office 858-756-8288
Fax 206-424-0744
ronfreshman@gmail.com

Date: July 11, 2013

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
Attention: Research Department
6900 Beatrice Drive
Kalamazoo, MI 49009

Via: U.S. Mail - Certificate of Mailing

Re: Anthony P. Dicus
Purported Loan #3002357204

Correspondence received; dated July 1, 2013

Address: 5950 La Castana Way
Sacramento, CA 95823

RE: QUALIFIED WRITTEN REQUEST; DEBT VALIDATION AND DISPUTE OF DEBT

To Whom It May Concern:

This letter is in response to the letter we received from you dated July 1, 2013 claiming our Qualified Written Request did not “constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA).” Nothing, along with much of what you provided, could be further from the truth.

More than sufficient details were provided for you to investigate the errors identified, such that you provided your own payment history. Ironically your own payment history repudiated your typical standard, non-compliant form letter which contained false statements regarding Mr. Dicus’ purported account, claiming he is in default when he is not.

Your letter claims to have provided “[a] 24-month transaction history and bankruptcy payment reconciliation” which was further alleged to “accurately report the application of all payments we received during that period.”

We are specifically addressing the false and conflicting statements in your letter needing your immediate attention, to wit:

p.1 ¶ 6 alleges “Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013 together with the subsequent installments and late charges and other amount due under the note and deed of trust.” Your own CUSTOMER ACCOUNT ACTIVITY STATEMENT (“CAS”) Dated 07/01/13 shows the March, April, May and June payments being entered on 03-04-13; 04-03; 04-29-13 and 05-28-13 respectively, each payment in the amount of \$1,629.13. Your Bankruptcy Payment Reconciliation sheet (p.3) also confirms payments being made on 3/4/2013 and 4/3/2013 and shows a \$0.00 balance. Mr. Dicus also pulled his own online “Loan Activity” report which also confirms payments were paid and the account is current¹.

The last paragraph on p.1 of your letter states “Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which [our] client’s [purported] mortgage was pooled.” You further proffer that the MBS is identified as “LXS 2007-6 4/30/07”. The forensic investigator Mr. Dicus hired and our own in-house investigation, as well as information from Mortgage Electronic Registration Systems, Inc. (“MERS”), provides information contrary to what you claim. There is no “pool” you identify that exists either on the Security and Exchange Commission or Edgar websites. MERS claims the “investor” is U.S. Bank as Trustee and our the forensic examiner has identified the trust to purportedly be Lehman XS Trust, Series 2007-4N with Aurora Loan Services, LLC as the Master Servicer (not Nation Star Mortgage.) Your very own previous letter dated December 3, 2009 confirms this².

You further state that “[t]he servicing agreement between OneWest Bank, FSB and Nation Star Mortgage identifies IndyMac Mortgage Services, a division of OneWest

¹ Enclosed.

Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to, (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default; (c) processing loan modification requests; and (d) responding to borrowers' inquires."³ From your own correspondence then, it appears you are not authorized to do any of these things with regard to Mr. Dicus' purported "loan".

Mr. Dicus is NOT IN DEFAULT; payments were paid on time and the purported "investor" is not as you claim. Please clarify your conflicting statements and correct these errors.

Also, please rectify your accounting; remove any late payment fees; confirm in writing the mistakes you have made; and correct any corresponding credit reporting information provided to all three repositories or we shall be forced to file suit to have the court clear up these issues.

Time is of the essence in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald H. Freshman".

Ronald H. Freshman, Esq.
Attorney for Anthony P. Dicus

Enclosures
CC: OCC

² Enclosed.

³ Your letter p.2 first paragraph.

IndyMac Mortgage Services, a division of OneWest Bank[®] FSB
Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

July 1, 2013

Law Office of Ronald H. Freshman, Esq.
3040 Skycrest Drive
Fallbrook, CA 92028

RE: Mr. Anthony Dicus
Loan Number 3002357204

Dear Mr. Freshman:

This letter is in response to correspondence dated June 20, 2013, regarding the above referenced home loan. Although your correspondence is presented as a qualified written request (QWR) it does not constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA).

Please understand this correspondence is being sent to you as you are representing our customer. Going forward no phone calls will be made to our customer unless a written request is received advising us to remove the cease and desist.

A QWR is written correspondence to the loan servicer stating specific a customer believes the servicing of his/her account is in error. It must also include sufficient detail to allow the servicer the opportunity to fully investigate the matter to determine if errors were made in connection with the servicing of the account. Your correspondence fails to state that you believe there are specific errors in the servicing of the account sufficient to allow IndyMac Mortgage Services, a division of OneWest Bank, FSB the ability to investigate further. If you have a specific loan servicing issue, such as a payment application or disbursement issue, please send all inquiries to the address below with a detailed explanation as to why you believe the account is in error.

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
Attention: Research Department
6900 Beatrice Drive
Kalamazoo, MI 49009

A QWR is not a vehicle for obtaining information regarding the lender's general business practices, including but not limited to its operations, systems of record, servicing by a prior servicing company or business relationships. With respect to those of your inquiries which go beyond the scope of a legitimate QWR, IndyMac Mortgage Services respectfully declines to provide the information requested.

In compliance with the Fair Debt Collection Practices Act (FDCPA), enclosed is a copy of the promissory note. A 24-month transaction history and bankruptcy payment reconciliation are included that accurately report the application of all payments we received during that period. If you dispute the pay history, please provide us details in support of any dispute, including but not limited to the dates of any transaction in dispute, amounts in dispute, copies of cancelled checks, receipts, bank statements, etc. You may request a life of loan payment history by completing the attached form and submitting it and the required fee to the address shown on the form.

As reflected in the transaction history enclosed Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013, together with the subsequent installments and late charges and other amount due under the note and deed of trust.

Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which your client's mortgage was pooled. Their phone number is 1-303-515-8131 and their address is

10350 Park Meadows Dr. Fl 3 Littleton, CO 80124. Your loan is pooled in the mortgage backed security identified as LXS 2007-5 4/30/07.

The servicing agreement between OneWest Bank, FSB and Nation Star Mortgage identifies IndyMac Mortgage Services, a division of OneWest Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to, (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default; (c) processing loan modification requests; and (d) responding to borrowers' inquiries. Please direct all of your correspondence to IndyMac Mortgage Services.

Your letter included a request for copies of certain documents that pertain to this loan. The copies you requested can be costly, so as a courtesy we are writing to encourage you to check your client's records to determine if your client has retained the documents provided when the loan closed. Limiting the number of document copies you actually need from IndyMac Mortgage Services will be less expensive and may save time.

Please research your client's records and complete the enclosed order form once you have identified the document copies you still require from IndyMac Mortgage Services. Once your form is complete, please submit a check in the total amount due along with the request form to IndyMac Mortgage Services, a division of OneWest Bank, FSB, Attention: RESPA Department, 6900 Beatrice Drive Kalamazoo, MI 49009. Upon receiving your request and payment, we will provide the desired documents to you within 30 business days of our receipt of the order form. If we do not receive the order form and payment within 30 business days, we will close this request.

We have conducted an investigation of the account and have determined:

1. No corrections have been made to the account as we are of the opinion the account has been serviced in compliance with the terms of the documents signed at closing.

2. Should you require any further assistance regarding the account, you may contact our Customer Service Department at 1.800.781.7399 or in writing at the following address 6900 Beatrice Drive Kalamazoo, MI 49009.

3. To the extent we are obligated either contractually or under any applicable statute or regulation to furnish the requested information to you, such information has been provided. We respectfully decline to provide any other information you may have requested, as such information may be privileged, confidential or otherwise not subject to disclosure.

If you have questions regarding our workout programs, please call IndyMac Mortgage Services at 1.800.781.7399 or you may access our website at www.indymacmortgageservices.com.

Please be assured all options were considered in every effort to assist you with this matter. In the event you require further assistance please call 1.800.781.7399 Monday through Friday, from 8:00 a.m. until 9:00 p.m. Eastern Time.

Respectfully,

IndyMac Mortgage Services
a division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

ONE WEST BANK, FSB
HOME LOAN SERVICING
P.O. BOX 4045
KALAMAZOO, MICHIGAN 49003-4045
1-800-781-7399

REQ BY 63I CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 07/01/13
PAGE 1

ANTHONY P DICUS THE FOLLOWING IS THE PAYMENT HISTORY YOU
5950 LA CASTANA WAY REQUESTED. SHOULD YOU HAVE ANY QUESTIONS
SACRAMENTO CA 95823 REGARDING THIS HISTORY, PLEASE CALL THE
CUSTOMER SERVICE DEPARTMENT AT THE ABOVE
REFERENCED TELEPHONE NUMBER. THANK YOU.

LOAN NUMBER: 3002357204

CURRENT ACCOUNT INFORMATION					
DATE	TOTAL	PRINCIPAL	LOAN	CURRENT	
PAYMENT	PAYMENT	& INTEREST	INTEREST	PRINCIPAL	ESCROW
DUE	AMOUNT	PAYMENT	RATE	BALANCE	BALANCE
03-01-13	1,629.13	1,629.13	4.00000	299,425.11	0.00
2ND MORTGAGE:			0.00	0.00000	0.00

ACTIVITY FOR PERIOD 01/01/11 - 06/29/13					
PROCESS	DUE	TRANSACTION	TRANSACTION	EFFECTIVE DATE	
DATE	DATE	CODE	DESCRIPTION	OF TRANSACTION	
TRANSACTION	PRIN. PAID/	ESCROW PAID/	OTHER		
AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION
06-17-13	03-13	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	81.46-1	LATE CHARGE
06-11-13	00-00	633	MISC. F/C AND B/R EXPENSES		
11.00	0.00	0.00	0.00		
05-28-13	03-13	493	ARM LOAN ADJUSTMENT		
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 1,629.13					
05-28-13	02-13	173	PAYMENT		05-24-13
1,629.13	628.95	1,000.18	0.00		
	299,425.11			NEW PRINCIPAL/ESCROW BALANCES	
05-23-13	00-00	710	ATTORNEY ADVANCE REPAYMENT		
0.00	0.00	0.00	0.00	150.00-	
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
11.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
150.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
741.84	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
66.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
625.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
585.00	0.00	0.00	0.00		

ONE WEST BANK, FSB
HOME LOAN SERVICING
P.O. BOX 4045
KALAMAZOO, MICHIGAN 49003-4045
1-800-781-7399

REQ BY 63I

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13

PAGE 2

ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		EFFECTIVE DATE OF TRANSACTION	
		TRANSACTION CODE		TRANSACTION DESCRIPTION			
TRANSACTION AMOUNT	PRIN. PAID/BALANCE	INTEREST	ESCROW PAID/BALANCE	AMOUNT	OTHER CODE/DESCRIPTION		
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
1,070.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
66.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
44.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
11.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
150.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
741.84	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
66.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
625.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
585.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
1,070.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
66.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
44.00	0.00	0.00	0.00				
05-06-13 00-00	633	MISC. F/C AND B/R EXPENSES					
11.00	0.00	0.00	0.00				
04-29-13 02-13	493	ARM LOAN ADJUSTMENT					
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
04-29-13 01-13	173	PAYMENT					04-26-13
1,629.13	626.86	1,002.27	0.00				
300,054.06				NEW PRINCIPAL/ESCROW BALANCES			
04-03-13 01-13	493	ARM LOAN ADJUSTMENT					
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
04-03-13 12-12	173	PAYMENT					03-30-13
1,629.13	624.78	1,004.35	0.00				
300,680.92				NEW PRINCIPAL/ESCROW BALANCES			

ONE WEST BANK, FSB
HOME LOAN SERVICING
P.O. BOX 4045
KALAMAZOO, MICHIGAN 49003-4045
1-800-781-7399

REQ BY 63I

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13
PAGE 3ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		TRANSACTION TRANSACTION		EFFECTIVE DATE	
				CODE		DESCRIPTION		OF TRANSACTION	
TRANSACTION	AMOUNT	PRIN.	PAID/	INTEREST	ESCROW PAID/	OTHER			
		BALANCE			BALANCE	AMOUNT	CODE/DESCRIPTION		
04-02-13	00-00	633	MISC. F/C AND B/R EXPENSES						
	11.00		0.00	0.00	0.00				
03-07-13	00-00	633	MISC. F/C AND B/R EXPENSES						
	145.00		0.00	0.00	0.00				
03-04-13	12-12	493	ARM LOAN ADJUSTMENT						
	NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13		
01-04-13	11-12	173	PAYMENT					02-28-13	
	1,629.13		622.70	1,006.43	0.00				
		301,305.70	NEW PRINCIPAL/ESCROW BALANCES						
03-04-13	00-00	633	MISC. F/C AND B/R EXPENSES						
	11.00		0.00	0.00	0.00				
02-19-13	00-00	633	MISC. F/C AND B/R EXPENSES						
	11.00		0.00	0.00	0.00				
01-23-13	11-12	493	ARM LOAN ADJUSTMENT						
	NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13		
01-23-13	10-12	173	PAYMENT					01-22-13	
	1,629.13		620.63	1,008.50	0.00				
		301,928.40	NEW PRINCIPAL/ESCROW BALANCES						
01-03-13	00-00	633	MISC. F/C AND B/R EXPENSES						
	11.00		0.00	0.00	0.00				
12-26-12	10-12	493	ARM LOAN ADJUSTMENT						
	NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13		
12-26-12	09-12	173	PAYMENT					12-21-12	
	1,629.13		618.57	1,010.56	0.00				
		302,549.03	NEW PRINCIPAL/ESCROW BALANCES						
12-04-12	09-12	493	ARM LOAN ADJUSTMENT						
	NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13		
12-04-12	08-12	173	PAYMENT					11-30-12	
	1,629.13		616.52	1,012.61	0.00				
		303,167.60	NEW PRINCIPAL/ESCROW BALANCES						
12-03-12	00-00	633	MISC. F/C AND B/R EXPENSES						
	11.00		0.00	0.00	0.00				
11-19-12	00-00	630	ATTORNEY ADVANCES						
	250.00		0.00	0.00	0.00				
11-01-12	08-12	493	ARM LOAN ADJUSTMENT						
	NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13		

LOADS NUMBER 10.

BANKRUPTCY PAYMENT RECONCILIATION

PARCER-13

[illegible]

Law Office
Ronald H. Freshman, Esq.

3040 Skycrest Drive
Fallbrook, CA 92028
Office 858-756-8288
Fax 206-424-0744
ronfreshman@gmail.com

Date: June 20, 2013

IndyMac Mortgage Services
PO Box 78826
Phoenix, AZ 85062-8826

Via: Certified U.S. Mail #7011 2970 0003 7964 5153
Return Receipt Requested

Re: Anthony P. Dicus
Purported Loan #3002357204

Address: 5950 La Castana Way
Sacramento, CA 95823

QUALIFIED WRITTEN REQUEST; DEBT VALIDATION
AND DISPUTE OF DEBT

To whom it may concern:

We have been retained to represent the above-referenced client, Anthony P. Dicus regarding the status of the purported account/loan number also referenced above.

Attached is our client's authorization to release financial information.

INTRODUCTION; BRIEF STATEMENT OF FACTS

Our client received a call from you stating his property was going into "foreclosure" due to your claim that he is allegedly four months behind. Mr. Dicus states he has had no notice in writing of any such thing.

Upon a return call to (800) 781-7399, Mr. Dicus spoke with an Operator #014 claiming to be named "Melissa;" who told him \$6,227.77 was allegedly owed on the purported account. Melissa further stated "Once your loan came out of bankruptcy it went into the previous status as before - as delinquent and foreclosure status." She then

attempted to induce our client into considering a loan modification, which appears to have been solicited under false pretenses.

Upon Mr. Dicus telling Melissa that he was current in his payments and he had never been late, Melissa told Mr. Dicus he could contact your “foreclosure attorney’s office” at (619) 243-8415 referencing vendor #3002357204. This was not only intimidating but infuriating.

Our client then contacted us to deal with this situation.

QUALIFIED WRITTEN REQUEST

This letter shall be deemed a 12 U.S.C. § 2601, *et seq.*, as amended (“RESPA”) qualified written request to which provisions of the Dodd-Frank Act § 1463 also applies.

This request is directly related to the servicing of the purported loan; includes the name and account number, as well as a statement for the reasons Mr. Dicus believes the alleged account is in error. Sufficient detail regarding the other information sought¹ by Mr. Dicus is contained in this request.

To independently validate our client’s concerns, please provide the following.

1. Fully identify the purported owner the Dicus’ loan by name, address and phone number which is defined as the person or entity that purports to be lawfully entitled to the payments due under any promissory note that he allegedly signed when the loan was originated. If the “owner” is a so-called “securitized trust”, please identify:
 - (a) the name of the specific trust in which my loan is supposedly “pooled” (and not simply the name of the Trustee);
 - (b) the CUSIP number for the purported trust; and
 - (c) the specific date the purported loan, including the indorsement of the note and assignment of the Deed of Trust, were allegedly sold into said trust along with evidence of the consideration paid therefore.
2. Please provide a certified copy of the purported “Note” in its current condition format and size, front and back, showing all indorsements and/or allonges thereto; as of the date of this letter;

¹ 12 U.S.C. § 2605(e)(1)(B)(ii).

3. Please fully identify the current holder of the Dicus' Deed of trust by name, address and phone number.
4. Please identify the principal for whom Mortgage Electronic Registration Systems, Inc., ("MERS") purports to act and provide written proof of the authorization of MERS to act for the original or any other "lender" with respect to the purported Deed of Trust.²
5. Please provide the MERS Milestone/Summary Report showing all transfers of servicing and beneficial interest rights.²
6. Please confirm or deny whether the Dicus' purported Note was sold separately from the Deed of Trust or vice-versa and identify:
 - (a) each and every party that purchased the purported Note or any interest therein;
 - (b) the date upon which any such purchase(s) took place;
 - (c) the amount of consideration paid for the purported Note along with evidence of payment including any ledgers, books, cancelled checks or other similar "paper trail" for the actual consideration both paid and received for each and every alleged "transfer;" "indorsement;" or "assignment."
- 9) Please provide a "life of loan" history and a full accounting of each and every payment paid, received and accounted for related to this purported account that includes any and all claimed arrears, delinquencies or additional charges, including but not thereby limited to, escrow charges, fees, rebates, refunds, kickbacks, profits, gains or any other additions or subtractions to the purported account for any reason.
- 10) Please also provide an explanation of how any amount allegedly due was calculated including any dates for adjustments and why so adjusted.
- 11) Please provide any applicable pool, pooling, pooling and servicing, assignment and assumption, deposit, custodial, master purchasing,

² We know "Indymac Mortgage Services a division of OneWest Bank®" is a service mark of OneWest Bank and OneWest Bank is a MERS member with full access to all the MERS and other documentation requested.

servicing, sub-servicing and/or master-servicing, trust or other agreements related in any way to this purported account or the alleged securitization thereof.

DEBT VALIDATION DEMAND AND DISPUTE OF DEBT

Mr. Dicus herewith disputes the purported “debt” and demands validation of same. Based on the aforementioned irregularities; manner in which he has been treated; and recent events surrounding the foreclosure crisis and allegations of fraudulent foreclosure activity, Mr. Dicus now questions whether you are or have ever been a legitimate “servicer” of his purported “loan” or account, which at this point he is not sure he owes to anyone, let alone Indymac Mortgage Services which from our research is not a separate entity from OneWest Bank but merely a service mark thereof. Accordingly, due to the lack of sufficient evidence supporting your claim of servicing rights, Mr. Dicus requests validation of the purported “debt”³ which shall remain disputed absent your providing concrete evidence of both the ownership and any duly authorized and/or properly and legally assigned and adequately documented servicing rights thereto as well as an existing and legal security instrument thereto.

A cursory review of the recorded documents casts doubt on the legitimacy of your servicing or any other authority regarding this purported “debt” or whether the purported “debt” exists at all. Therefore pursuant to the current Homeowner Bill of Rights and associated Civil Code, our client requests irrefutable proof of your servicing authority, including but not thereby limited to, validation of the purported “debt;” proof of your authority to record or cause to be recorded any documents related to this property; any assignments of deeds of trust; substitutions of trustee(s); copies of the purported “deed of trust” and note which is to include any indorsements or allonges thereto and any corporate resolutions and/or power(s) of attorney authorizing any signatories utilized in executing any documents.

You are herewith notified that any further correspondence shall be through this office and in writing. Our client is not to be directly contacted by telephone or in any other manner.

³ This request is not merely for you to provide the purported “evidence of the debt” in the form of the “Note;” the ownership of which is disputed, but a complete and un-broken chain of indorsements and accounting.

Dodd-Frank and the Consumer Protection Act have changed the timelines for qualified written request responses that not only requires acknowledgement within 5 days but also a substantive response within 30 days which we look forward to receiving at your earliest possible convenience.

Time is of the essence in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald H. Freshman". The signature is fluid and cursive, with a large, stylized "R" at the beginning.

Ronald H. Freshman, Esq.
Attorney for Anthony P. Dicus

Wednesday, June 19, 2013

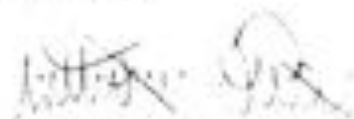
Anthony Dicus
5950 La Castana Way
Sacramento, Ca 95823

Ronald H. Freshman, Esq.
3040 Skycrest Drive
Fallbrook, Ca 92028

To Whom It May Concern:

This letter is to inform you that I give permission to Ronald H. Freshman, Esq. to represent & speak for me with any and all transactions dealing with INDYMAC BANK (loan #3002357204) in reference to my home (5950 La Castana Way Sacramento, Ca 95823).

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Dicus', with a stylized flourish at the end.

Anthony Dicus

916-395-2326

Loan Activity

Loan Number: 3002357204
 Property Address: 5950 LA CASTANA WAY
 SACRAMENTO, CA 95823-0000
 Borrower Name: ANTHONY P DICUS

Balances:

Principal balance: \$299,425.11
 Escrow balance: \$0.00
 Unpaid late charges: \$81.46

Disclosure: The transactions displayed within the payment history reflect funds that you have paid and do not necessarily represent funds that are due.

Applied Date	Due Date	Description	Amount Paid	Escrow Balance	Escrow Advance Balance	Principal Balance
06/17/2013	03/01/2013	LATE CHARGE ASSESSED	\$0.00	\$0.00	\$0.00	\$299,425.11
05/28/2013	03/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$299,425.11
05/28/2013	02/01/2013	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$299,425.11
04/29/2013	02/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$300,054.06
04/29/2013	01/01/2013	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$300,054.06
04/03/2013	01/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$300,680.92
04/03/2013	12/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$300,680.92
03/04/2013	12/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$301,305.70
03/04/2013	11/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$301,305.70
01/23/2013	11/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$301,928.40
01/23/2013	10/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$301,928.40
12/26/2012	10/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$302,549.03
12/26/2012	09/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$302,549.03

12/20/2012	09/01/2012	APPLIED	\$1,629.13	\$0.00	\$0.00	\$302,549.00
12/04/2012	09/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$303,167.60
12/04/2012	08/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$303,167.60
11/01/2012	08/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$303,784.12
11/01/2012	07/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$303,784.12
10/01/2012	07/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$304,398.59
10/01/2012	06/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$304,398.59

[Home](#) | [Privacy & Security](#) | [Terms & Conditions](#)

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Copyright © 2000 -2013 . Lender Processing Services, Inc. All Rights Reserved.

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



Payment Activity

The terms of the [Bill Payments and Transfers Agreement](#) apply to these payments.

Includes online payments for the past 13 months

☐ Hide search

Search by:

10 Payment(s) found for Mortgage (...7204)

☒ Clear Search Results

Send On	Deliver By	Status	Payee	Amount
06/28/2013	07/08/2013	Sent	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
05/20/2013	05/28/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
04/22/2013	04/29/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
03/25/2013	04/01/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
02/25/2013	03/04/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
01/17/2013	01/25/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
12/14/2012	12/21/2012	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
11/26/2012	12/03/2012	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
10/23/2012	10/30/2012	Paid	Mortgage IndyMac Bank Mor tgage Services.. .7204	\$1,629.13
09/24/2012	10/01/2012	Paid	Mortgage IndyMac Bank Mor tgage Services.. .7204	\$1,629.13

Don't see your payment? [Send us an email.](#)

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
4900 Eastree Drive • Kalamazoo, MI 49001

December 3, 2009

ANTHONY DICUS
8850 LA CASTANA WAY
SACRAMENTO CA 95823-5621

|||||

Account Number: 3002357204

Dear Anthony Dicus,

IndyMac Mortgage Services, a division of OneWest Bank FSB, is currently servicing your loan on behalf of **securitization trust LXS 2007-4N, AURORA LOAN SERVICES, LLC, as Trustee-Master Servicer** and is sending you this important notice as required by federal law.

As of the date of this letter, you owe a balance of \$325,617.93.

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be different from the amount above. Please also note that this is not a payoff statement. A payoff statement might include other charges or additional third party costs that may be necessary. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we may inform you before processing your check. For a more detailed reinstatement figure or for payoff quote information, please call toll free 1.877.908.HELP (4357).

Unless, within thirty days after receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within thirty days after your receipt of this notice, you notify us in writing that the debt or any portion thereof is disputed, we will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of any such judgment, and we will mail to you a copy of such verification or judgment. If you request the name and address of the original creditor, then upon your written request within thirty days after the receipt of this notice we will provide you with the name and address of the original creditor.

If you dispute the debt in writing or if you request proof of the debt or the name and address of the original creditor within the thirty day time period that begins upon receipt of this notice, the law requires us to stop our collection efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

If you wish to dispute the validity of the debt or obtain the name and address of the original creditor you must make such request in writing and send it to:

IndyMac Mortgage Services
Attn: Correspondence Research
P.O. Box 4045
Kalamazoo, MI 49003-4045

If you have questions or need further information, please contact Customer Service toll-free at 1.877.908.HELP (4357), Monday-Friday, 8 a.m. to 9 p.m. (Eastern Time).

Sincerely,

IndyMac Mortgage Services,
A division of OneWest Bank, FSB

IndyMac Mortgage Services, a division of OneWest Bank, FSB[®]
P.O. Box 4045 • Kalamazoo, MI 49003-4045

rec'd 6/21/13



ADDRESS SERVICE REQUESTED

STATEMENT ENCLOSED

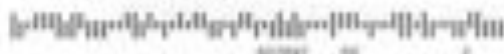


IndyMac Mortgage Services... a division of OneWest Bank, FSB

Primary Phone Number: (916) 395-2326
 Secondary Phone Number: (916) 395-2326

Property Address: 5950 LA CASTANA WAY
 SACRAMENTO, CA 95823

#BWNDCCT
 866840275320030618



ANTHONY P DICUS
 5950 LA CASTANA WAY
 SACRAMENTO CA 95823-5621

Account Information

Account Information as of 06/19/13
 Loan Number 3002387204
 Interest Rate 4.0004
 Principal Balance \$299,428.11
 Escrow Balance \$.00
 Unapplied Funds \$515.21
 Funds Advanced by RMS (1,2) \$145.00
 Principal Paid YTD \$9,129.82
 Interest Paid YTD \$9,921.79
 Property Taxes Paid YTD \$.00
 Hazard Insurance Paid YTD \$.00

For statement questions,
 please call Customer Service at
 1.800.781.7399

Payment Information

07/01/13 Payment Options	Minimum(A)	Interest Only(B)	Fully Amortized(C)	15-Year Amortized(D)	Your Account is now 4 Payments Past Due.
Principal and/or Interest	\$1,429.13	Not Applicable	Not Applicable	Not Applicable	Additional Information 1 Unless otherwise agreed with additional funds may be applied to advance your loan being applied to fees/charges. 2 Unused loan advance cash report. 3 Payment calculation includes Late Charge fee.
Escrow	\$.00				
Optional Products(2)	\$.00				
Other(2)	\$.00				
Payment Amount	\$1,429.13				
Past Due Payment(s)	\$6,516.52				
Total Payments Due	\$8,145.65				
Unpaid Late Charges	\$91.46				
Returned Payment Fees	\$.00				
Other Unpaid Charges(2)	\$.00				
Funds Advanced by RMS (1,2)	\$145.00				
Total Amount Due	\$8,372.11				
After 07/16/13 please pay: (3)	\$8,483.87				

Transactions Since Last Statement

Date	Transaction	Total	Principal	Deferred Interest(D)	Interest	Escrow	Fees/Misc.
06/17/13	Fee Assessment						\$1,429.13

Important Messages

ONLINE ACCESS TO YOUR LOAN INFORMATION IS JUST A CLICK AWAY!
 To find out more, see the back of this statement.

(A) **Minimum P&I Payment** This is the minimum amount that must be paid. As the interest rate may change monthly, this "minimum" payment amount may not be enough to pay all of the monthly interest due. If this occurs, the unpaid interest is then added to your loan balance.

(B) **Interest Only Payment** Payment applied only to interest due for month. No funds are included to reduce the loan's principal balance. Payment option is only available if the interest only amount due is at least as much as the minimum payment amount due.

(C) **Fully or 15-Year Amortized Payment** The principal and interest due. It is calculated using the current interest (determined by adding index plus margin) and the balance over the remaining term of the loan.

(D) **Principal/Deferred Interest** Positive amounts in this section mean the loan balance has decreased. Negative amounts in this section mean the monthly interest due was not satisfied with the last payment resulting in an increased

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Making Your Monthly Payments

Payments can be made via our telephone Speedpay service at 1.800.781.7300. Or you may initiate one time payments on-line at our website, www.indymacmortgageservices.com. There may be a charge for either of these services.

Payments by U.S. Mail

IndyMac Mortgage Services
P.O. Box 18626
Phoenix, AZ 85062-8626

Payments by Overnight Service

IndyMac Mortgage Services
6000 Benton Drive
Kalamazoo, MI 49009

If mailing or overnighting your payment, please remember the following:

- ✓ Write your 10-digit loan number on your check
- ✓ Make your check payable to IndyMac Mortgage Services
- ✓ Allow at least 5 business days for payment to be received & processed

Authorization to Convert Your Check to An Electronic Funds Debit

By sending your check to us, you authorize IndyMac Mortgage Services to convert the check into an electronic funds transfer. Please be aware that your bank account may be debited as soon as the same day we receive your payment and that your check will not be returned.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you find you have difficulty making your payments, please contact us immediately to discuss options available to you.

Contact Information Regarding Your Mortgage Account

Send All Written Correspondence or
Payoff Information Requests to:

IndyMac Mortgage Services
P.O. Box 4040
Kalamazoo, MI 49003-4040

Telephone:

Automated System or Representative	1.800.781.7300
TTY (Hearing Impaired Customer Service)	1.800.802.7961
Insurance Center	1.800.254.9181

On-Line: www.indymacmortgageservices.com available
24 hours a day

Fax:	Tax Related Issues	1.208.353.2485
	Payoff Department	1.208.353.2437
	Insurance Center	1.843.413.7143
	Mortgage Insurance (MI)	1.208.353.2495

Telephone and Fax Information

- General loan information is available 24 hours a day, 7 days a week, via automated telephone system.
- Representatives are available Monday through Friday, from 8:00 a.m. until 6:00 p.m., Eastern Time, to assist you.
- For hazard or flood insurance matters, contact our Insurance Center.

Customer Focus

Save a Phone Call!

Visit us at www.indymacmortgageservices.com

Did you know that by registering your mortgage loan online you can have immediate access to all of your current loan information 24 hours a day?

To register online just follow these simple instructions:

- Go to www.indymacmortgageservices.com mouse over Log In and click "Home Loans"
- Click on "Register User ID/Password"
- Follow the registration instructions and click "submit"

By accessing your loan through the Loan Servicing Center you can:

- Request copies of your loan documents
- Order a payoff statement
- View your current billing statement
- Make online payments

For secure and convenient online billing statements:

- Go to www.indymacmortgageservices.com mouse over Log In and click "Home Loans"
- Click on "Enrollment Options"
- Select the first option to go paperless

If you would like to be informed on your loan activity before your statement arrives, sign up for Email Notifications! IndyMac Mortgage Services will let you know when critical transactions occur on your account, such as a payment received and when insurance or taxes are paid from your escrow account. After logging in:

- Select "Personal Preferences"
- Select "Notify Me"
- Check the boxes you would like to receive notices on
- Click "Submit" to start receiving email notifications



Member
FDIC

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Detach this portion and return with your check made payable to IndyMac Mortgage Services. Please write your loan number on your check.

IndyMac Mortgage Services, a division of OneWest Bank[®], FSB

Payments will be applied in the order specified in your mortgage documents. If sending additional funds, please indicate below how to apply funds.

Payment Summary

ANTHONY P DICUS

Loan Number 3002357204

03/01/13 Payment Information

Payment Options:	Minimum Payment	Interest Only	Fully Amortized	15 - Year Amortized
Total Payments Due After 07/15/13	\$6,143.01	\$15	\$15	\$15
Total Amount Due After 07/15/13	\$6,172.10			

+ Additional Principal:	\$	
+ Additional Escrow:	\$	
+ Late Charges/Fees:	\$	
+ Other:	\$	
+ Total Amount Enclosed:	\$	

☐ Check the box if money, including cash, or stamps are included. Send money through. Please complete back of this section only.



INDYMAC MORTGAGE SERVICES
PO BOX 78816
PHOENIX AZ 85062-8816

3002357204 00837211 00845357 0

Has Your Information Changed? If So, Please Complete This Form.

Visit our website at www.ledynamortgageservices.com to change your information online.

MAILING ADDRESS _____ E-MAIL ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME PHONE (____) _____ BUSINESS PHONE (____) _____

SS# BORROWER _____ NAME (PLEASE PRINT) _____

SS# CO-BORROWER _____ NAME (PLEASE PRINT) _____

☐ Check box if this address change is a permanent residence change.

☐ Check box if this address change is a temporary residence change - please specify: Expiration Date: _____

☐ Check box if this address change is to have statements sent to a Post Office box or another party - please specify:
Expiration Date: _____

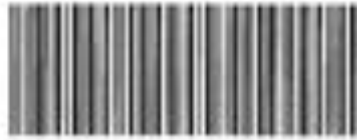
BORROWER SIGNATURE _____ LOAN NUMBER _____

CO-BORROWER SIGNATURE _____

IndyMac Mortgage Services
a Division of One West Bank II
PO Box 9042
Tulare, CA 90189-9042

Send Payments to:
IndyMac Mortgage Services
a Division of One West Bank II
PO Box 4045
Kalamazoo, MI 49003-4045

Send Correspondence to:
IndyMac Mortgage Services
a Division of One West Bank II
PO Box 4045
Kalamazoo, MI 49003-4045



71% 100% 52% 7891 5211

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

20130626-72

ANTHONY DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621



K0000

Home Loan Servicing
6800 Beaudry Drive
Kalamazoo, MI 49009

06/26/2013

Sent Via Certified Mail
71% 9026 9296 7893 9213

ANTHONY DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

RE: Loan Number: 3002357204
Property Address: 5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Dear Anthony Dicus,

IndyMac Mortgage Services, a Division of OneWest Bank, FSB services your home loan. Your loan is in serious default because you have not made your required payments. The total amount required to reinstate your loan, as of the date of this letter is as follows:

Next Payment Due Date:	03/01/2013
Current Monthly Payment:	\$1,629.13
Total Monthly Payments Due:	\$6,516.52
Late Charges:	\$81.46
Other Charges:	
Uncollected NSF Fees:	\$0.00
Other Fees:	\$0.00
Corporate Advance Balance:	\$145.00
Partial Payment Balance:	<u>-\$515.21</u>
TOTAL YOU MUST PAY TO CURE DEFAULT:	\$6,227.77

You have the right to cure your default. To cure your default, you must, on or before July 28, 2013, pay IndyMac Mortgage Services, a Division of OneWest Bank, FSB in the amount of \$6,227.77 plus any additional monthly payments, late charges and fees which become due.

If your check is returned to us for insufficient funds or for any reason, "good funds" will not have been received and you will not have cured your default, we reserve the right to accept or reject a partial payment of the total amount due without waiving any of our rights herein or otherwise. If you do not cure your default, we will accelerate your mortgage with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time.

Failure to cure your default may result in the foreclosure and sale of your property. A deficiency judgment may be obtained against you to collect the balance of your loan.



OneWest Bank

71% 9026 9296 7893 9213

You may, if required by law, have the right to cure your default after the acceleration of your payments and prior to the foreclosure sale, by paying all amounts past due within the time permitted by law. In addition to the past due amounts, you will be required to pay reasonable fees and costs incurred by IndyMac Mortgage Services, a Division of OneWest Bank, FSB. You may have the right to bring a court action to assert the non-existence of a default right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Time is of the essence. Should you have any questions concerning this notice, please contact our Loan Resolutions department at 1-877-908-4357.

At this time, you may request a subsequent meeting with an IndyMac Mortgage Services, a Division of OneWest Bank, representative to discuss further options to avoid foreclosure. If requested, the subsequent meeting will occur within fourteen (14) days of your request. Additionally, you may also contact a HUD-approved housing counseling agency toll-free at 1-800-569-4287 or TDD 1-800-877-8339 for the housing counseling agency nearest you. These services are usually free of charge.

Sincerely,

IndyMac Mortgage Services, a Division of OneWest Bank, FSB
Loan Resolution

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

[illegible]

Journal of Management Education 30(6)

Account Information

Primary Phone Number: (916) 395-2129
Secondary Phone Number: (916) 395-2129

Property Address: 5005 LA CORTESA WAY,
SACRAMENTO, CA 95825

FORWISSET
00000275120000018

Account Information as of 02/28/13

Loan Number: 0000007004
Interest Rate: 6.000%
Principal Balance: \$229,625.11
Service Balance: \$.00
Unapplied Funds: \$115.31
Funds Advanced by IRS (1.2): \$145.00
Principal Paid YTD: \$1,124.83
Interest Paid YTD: \$1,625.11
Property Taxes Paid YTD: \$.00
Hazard Insurance Paid YTD: \$.00

For statement questions,
please call Customer Service at
1.800.781.7339

02/28/13 P 0000
5005 LA CORTESA WAY
SACRAMENTO, CA 95825

Payment Information					
01-01-13 Payment Options	Minimum 1/	Interest Only 2/	Fully Amortized 3/	15-Yr Amortized 4/	Your Account is now 6 Payments Past Due
Principal and/or Interest	\$1,429.13	Not Applicable	Not Applicable	Not Applicable	Additional Information 1. Interest rate may be subject to change based on market conditions. 2. Interest rate subject to change. 3. Payment schedule subject to change. 4. Payment schedule subject to change.
Interest	\$.00				
Optional Products 5/	\$.00				
Other 6/	\$.00				
Payment Amount	\$1,429.13				
Past Due Payments 7/	\$4,114.52				
Total Payments Due	\$5,150.65				
Unpaid Late Charges	\$.00				
Returned Payment Fees	\$.00				
Other Unpaid Charges 8/	\$.00				
Funds Advanced by IRS (1.2)	\$145.00				
Total Amount Due	\$5,150.65				
After 02/15/13 please pay 12/	\$4,114.52				
Transactions Since Last Statement					
Date	Transaction	Total	Principal	Interest	Balance
02/15/13	Funds Applied	\$1,429.13	\$145.00	\$1,000.13	

Important Messages

ONLINE ACCESS TO YOUR LOAN INFORMATION IS JUST A CLICK AWAY!
To find out more, see the back of this statement.

Thank you for your service.

1) Minimum Fee Payment: This is the minimum amount that should be paid. The interest rate may change monthly. This minimum payment amount may not be enough to pay all of the monthly interest due. If this occurs, the unpaid interest is then added to your loan balance.

2) Interest Only Payment: Payment amount only to interest due for month. No funds are included to reduce the loan's principal balance. Payment option is also available if the interest rate without due is at least as much as the minimum payment amount due.

3) Fully or 15-Year Amortized Payment: The payment amount should be paid 15 years using the current interest rate. Payment is also available if the interest rate without due is at least as much as the minimum payment amount due.

4) Principal/Interest Payment: Payment amount to pay the principal and interest due for month. Payment is also available if the interest rate without due is at least as much as the minimum payment amount due.

Search the internet with your phone or computer to find the nearest branch. Please enter your phone number on your phone.

Payment Summary

Account # 0000007004
Loan Number 0000007004

02/28/13 Payment Information

Payment Option	Minimum Payment	Interest Only	Fully Amortized	15-Yr Amortized
Total Payments Due After 02/15/13	\$5,150.65	\$145.00	\$145.00	\$145.00
Total Amount Due After 02/15/13	\$5,150.65	\$145.00	\$145.00	\$145.00

1.800.781.7339
0000007004
0000007004

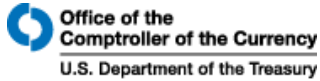
Primary Phone Number: (916) 295-2339 Secondary Phone Number: (916) 295-2339		Account Information Account Information as of: 03/01/14 Loan Number: 00837211 Interest Rate: 4.000% Principal Balance: \$179,425.13 Escrow Balance: \$.00 Unapplied Funds: \$115.20 Funds Advanced by MS (YTD): \$145.00 Principal Paid YTD: \$1,142.93 Interest Paid YTD: \$3,451.72 Property Taxes Paid YTD: \$.00 Hazard Insurance Paid YTD: \$.00	
PROPERTY 0000 LA CADYANA RD SACRAMENTO, CA 95825			
ADDRESS & CITIES 0000 LA CADYANA RD SACRAMENTO, CA 95825		For statement questions, please call Customer Service at 1 800 781 7000	

Payment Information						
03/05/13 Payment Options	Statement YTD	Interest Only YTD	Full, Interest Only YTD	15 Year Amortized YTD		
Principal (Interest) Interest	\$1,879.10	\$3,451.72	\$1,142.93	\$3,451.72		
Escrow	\$.00	\$.00	\$.00	\$.00		
Optional Prepayments	\$.00	\$.00	\$.00	\$.00		
Other YTD	\$.00	\$.00	\$.00	\$.00		
Payment Amount	\$1,879.10					
First Due Payment(s)	\$1,879.10					
Total Payments Due	\$1,879.10					
Unpaid Late Charges	\$.00					
Returned Payment Fees	\$.00					
Other Unpaid Charges YTD	\$.00					
Funds Advanced by MS (YTD)	\$145.00					
Total Amount Due	\$1,734.10					
After 03/05/13 please pay: (0)	\$1,734.10					
Transactions Since Last Statement						
Date	Transaction	Total	Principal Deferred	Interest	Escrow	Fees, Misc.
03/01/13	Fee Assessment					\$1.45

Important Messages	
<p>ONLINE ACCESS TO YOUR LOAN INFORMATION IS JUST A CLICK AWAY! To find out more, see the back of this statement.</p> <p><i>There are some online.</i></p>	<p>(a) Minimum PFD Payment: This is the minimum amount that must be paid each month. The minimum payment amount may change monthly. The minimum payment amount may not be enough to pay all of the interest owed due. If the interest owed exceeds the amount paid, the unpaid interest is then added to your loan balance.</p> <p>(b) Interest Only Payment: Payment against only the interest due on the loan. No funds are included to reduce the loan principal. Because Payment against is only available if the interest only amount due is at least as much as the minimum payment amount due.</p> <p>(c) Fully or 15 Year Amortized Payment: The principal and interest due on the loan, using the current interest rate, is added into your payment, and the balance over the remaining term of the loan.</p> <p>(d) Principal Deferred Interest: Payment against the interest due on the loan. The loan balance may decrease. Repayment amounts in the future must be enough to pay the interest due that was not repaid with this last payment, resulting in a net increased loan balance.</p>

00037211 Payment Information		Payment Summary	
Payment Options: Minimum Payment: \$1,879.10 Interest Only: \$3,451.72 Full, Interest Only: \$1,142.93 15 Year Amortized: \$3,451.72	Total Payments Due: \$1,879.10	Additional Principal: \$	Additional Interest: \$
Total Amount Due: \$1,734.10	After 03/05/13: \$1,734.10	Late Charges/Fees: \$	Other: \$
		Total Amount Enclosed: \$	
		<input type="checkbox"/> Yes, I am enclosing a check or money order to pay this statement.	
		Payment Summary: 00037211 00837211 00845357 0	

Exhibit “13”



OMB Control No. 1557-0232
Expiration Date: 11/30/2015

CUSTOMER COMPLAINT FORM

Please fill in this form completely. Mail or fax this completed complaint form to:

**Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050
1-713-336-4301 (Fax)**

Once we receive your completed form, you will receive an acknowledgment letter containing your assigned case number. Please keep your case number for future contact with our office.

Helpful Hints:

Check to make sure your financial institution is a national bank or federal savings association (thrift). If you do not know the name of your financial institution, check your account statement. The financial institution's name will be indicated on the statement.

Have you tried to resolve your complaint with your financial institution? The OCC recommends that you attempt to resolve your complaint with your financial institution first. Please contact your financial institution to allow them the opportunity to resolve your issue(s).

If your complaint involves more than one financial institution, you will need to submit a separate complaint form for each institution involved. You will receive separate case numbers for each institution.

Please Note:

We cannot act as a court of law or as a lawyer on your behalf

We cannot give you legal advice

We cannot become involved in complaints that are in litigation or have been litigated

YOUR INFORMATION

The Account Owner/Holder should complete this section. * - Indicates Required Fields

*First Name:	Middle Name:	
*Last Name:		
*Street Address:		
*City:	*State:	*Zip:
*Phone:		
Email:		
What is the best way to contact you? Phone <input type="checkbox"/> Mail <input type="checkbox"/> Email <input type="checkbox"/>		
What is the best time to contact you? Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening <input type="checkbox"/>		

REPRESENTATIVE CONTACT INFORMATION

If you want us to communicate with your attorney or other legal representative directly, please provide the information below. **Your submission of this portion of the form authorizes our office to release information to your attorney or other legal representative if requested.** Please check the following to indicate the type of relationship:

Attorney ☐ Legal Representative ☐

Please indicate the type of authorization you have granted to your attorney or other legal representative:

Power of Attorney ☐ Letters Testamentary ☐ Court Appointed Executor or Administrator ☐ Other ☐

If you are not sure of the type of legal authorization granted, please check your legal documents or consult with your attorney or other legal representative.

Name of Representative:

*First Name:	Middle Name:	
*Last Name:		
*Street Address:		
*City:	*State:	*Zip:
*Phone:		
Representative Email:		
What is the best way to contact your representative? Phone <input type="checkbox"/> Mail <input type="checkbox"/> Email <input type="checkbox"/>		
What is the best time to contact your representative? Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening <input type="checkbox"/>		

FINANCIAL INSTITUTION OR COMPANY INFORMATION THAT IS SUBJECT OF THE COMPLAINT

Helpful Hint: If you do not know the name of your financial institution, check your account statement. The financial institution's name will be indicated on the account statement.

*Name of Financial Institution or Company:		
Street Address:		
*City:	*State:	Zip:
Phone:		
*Type of Account(s) (Check all that apply): Deposit Account (Checking, Savings) <input type="checkbox"/> Credit Card <input type="checkbox"/>		
Loan Product (Consumer, Mortgage, Home Equity) <input type="checkbox"/> Asset Management (Trust Accounts) <input type="checkbox"/>		
Consumer Leasing <input type="checkbox"/> Non-Deposit Account (Investments) <input type="checkbox"/> Insurance <input type="checkbox"/> Other <input type="checkbox"/>		
Have you tried to resolve your complaint with your financial institution or company? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, when?	How? Phone <input type="checkbox"/> Mail <input type="checkbox"/> In Person <input type="checkbox"/> Other <input type="checkbox"/>	
Contact Name:	Title:	
Has your financial institution responded to you? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, when?	How? Phone <input type="checkbox"/> Mail <input type="checkbox"/> In Person <input type="checkbox"/> Other <input type="checkbox"/>	

COMPLAINT INFORMATION

Describe events in the order they occurred, including any names, phone numbers, and a full description of the problem with the amount(s) and date(s) of any transaction(s). Be as brief and complete as possible to make the explanation clear. **Do not include personal or confidential information such as your social security, credit card, or account numbers.**

Please be advised that the issues described in this complaint will be shared with the financial institution or company in question.

PRIVACY ACT STATEMENT

The solicitation and collection of this information is authorized by 12 U.S.C. 1. The information is solicited to provide the Office of the Comptroller of the Currency (OCC) with data that is necessary and useful in reviewing requests received from individuals for assistance in their interactions with national banks or federal savings associations (thrifts). The provision of requested information is voluntary. However, without such information, the ability to complete a review or to provide requested assistance may be hindered.

It is intended that the information obtained through this solicitation will be used within the OCC and provided to the national bank or federal savings association (thrift) that is the subject of the complaint or inquiry. Additional disclosures of such information may be made to: (1) other third parties when required or authorized by statute or when necessary in order to obtain additional information relating to the complaint or inquiry; (2) other governmental, self-regulatory, or professional organizations having: (a) jurisdiction over the subject matter of the complaint or inquiry; (b) jurisdiction over the entity that is the subject of the complaint or inquiry; or (c) whenever such information is relevant to a known or suspected violation of law or licensing standard for which another organization has jurisdiction; (3) the Department of Justice, a court, an adjudicative body, a party in litigation, or a witness when relevant and necessary to a legal or administrative proceeding; (4) a Congressional office when the information is relevant to an inquiry initiated on behalf of its provider; (5) Other governmental or tribal organizations with which an individual has communicated regarding a complaint or inquiry about an OCC-regulated entity; (6) OCC contractors or agents when access to such information is necessary; and (7) other third parties when required or authorized by statute.

I certify that the information provided on this form is true and correct to the best of my knowledge.

I Certify ☒

I Do Not Certify ☐

Date: 07/11/13

Signature: 

We will mail you a written acknowledgment within five (5) business days of receipt of your completed complaint form containing your assigned case number. Please utilize your case number for future contact with our office. If you have any questions regarding this case, please call 1-800-613-6743.

If a valid CAMS Control Number does not appear on this form, you are not required to complete this form.

Law Office
Ronald H. Freshman, Esq.

3040 Skycrest Drive
Fallbrook, CA 92028
Office 858-756-8288
Fax 206-424-0744
ronfreshman@gmail.com

Date: July 11, 2013

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
Attention: Research Department
6900 Beatrice Drive
Kalamazoo, MI 49009

Via: U.S. Mail - Certificate of Mailing

Re: Anthony P. Dicus
Purported Loan #3002357204

Correspondence received; dated July 1, 2013

Address: 5950 La Castana Way
Sacramento, CA 95823

RE: QUALIFIED WRITTEN REQUEST; DEBT VALIDATION AND DISPUTE OF DEBT

To Whom It May Concern:

This letter is in response to the letter we received from you dated July 1, 2013 claiming our Qualified Written Request did not “constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA).” Nothing, along with much of what you provided, could be further from the truth.

More than sufficient details were provided for you to investigate the errors identified, such that you provided your own payment history. Ironically your own payment history repudiated your typical standard, non-compliant form letter which contained false statements regarding Mr. Dicus’ purported account, claiming he is in default when he is not.

Your letter claims to have provided “[a] 24-month transaction history and bankruptcy payment reconciliation” which was further alleged to “accurately report the application of all payments we received during that period.”

We are specifically addressing the false and conflicting statements in your letter needing your immediate attention, to wit:

p.1 ¶ 6 alleges “Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013 together with the subsequent installments and late charges and other amount due under the note and deed of trust.” Your own CUSTOMER ACCOUNT ACTIVITY STATEMENT (“CAS”) Dated 07/01/13 shows the March, April, May and June payments being entered on 03-04-13; 04-03; 04-29-13 and 05-28-13 respectively, each payment in the amount of \$1,629.13. Your Bankruptcy Payment Reconciliation sheet (p.3) also confirms payments being made on 3/4/2013 and 4/3/2013 and shows a \$0.00 balance. Mr. Dicus also pulled his own online “Loan Activity” report which also confirms payments were paid and the account is current¹.

The last paragraph on p.1 of your letter states “Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which [our] client’s [purported] mortgage was pooled.” You further proffer that the MBS is identified as “LXS 2007-6 4/30/07”. The forensic investigator Mr. Dicus hired and our own in-house investigation, as well as information from Mortgage Electronic Registration Systems, Inc. (“MERS”), provides information contrary to what you claim. There is no “pool” you identify that exists either on the Security and Exchange Commission or Edgar websites. MERS claims the “investor” is U.S. Bank as Trustee and our the forensic examiner has identified the trust to purportedly be Lehman XS Trust, Series 2007-4N with Aurora Loan Services, LLC as the Master Servicer (not Nation Star Mortgage.) Your very own previous letter dated December 3, 2009 confirms this².

You further state that “[t]he servicing agreement between OneWest Bank, FSB and Nation Star Mortgage identifies IndyMac Mortgage Services, a division of OneWest

¹ Enclosed.

Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to, (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default; (c) processing loan modification requests; and (d) responding to borrowers' inquires."³ From your own correspondence then, it appears you are not authorized to do any of these things with regard to Mr. Dicus' purported "loan".

Mr. Dicus is NOT IN DEFAULT; payments were paid on time and the purported "investor" is not as you claim. Please clarify your conflicting statements and correct these errors.

Also, please rectify your accounting; remove any late payment fees; confirm in writing the mistakes you have made; and correct any corresponding credit reporting information provided to all three repositories or we shall be forced to file suit to have the court clear up these issues.

Time is of the essence in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald H. Freshman".

Ronald H. Freshman, Esq.
Attorney for Anthony P. Dicus

Enclosures
CC: OCC

² Enclosed.

³ Your letter p.2 first paragraph.

IndyMac Mortgage Services, a division of OneWest Bank[®] FSB
Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

July 1, 2013

Law Office of Ronald H. Freshman, Esq.
3040 Skycrest Drive
Fallbrook, CA 92028

RE: Mr. Anthony Dicus
Loan Number 3002357204

Dear Mr. Freshman:

This letter is in response to correspondence dated June 20, 2013, regarding the above referenced home loan. Although your correspondence is presented as a qualified written request (QWR) it does not constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA).

Please understand this correspondence is being sent to you as you are representing our customer. Going forward no phone calls will be made to our customer unless a written request is received advising us to remove the cease and desist.

A QWR is written correspondence to the loan servicer stating specific a customer believes the servicing of his/her account is in error. It must also include sufficient detail to allow the servicer the opportunity to fully investigate the matter to determine if errors were made in connection with the servicing of the account. Your correspondence fails to state that you believe there are specific errors in the servicing of the account sufficient to allow IndyMac Mortgage Services, a division of OneWest Bank, FSB the ability to investigate further. If you have a specific loan servicing issue, such as a payment application or disbursement issue, please send all inquiries to the address below with a detailed explanation as to why you believe the account is in error.

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
Attention: Research Department
6900 Beatrice Drive
Kalamazoo, MI 49009

A QWR is not a vehicle for obtaining information regarding the lender's general business practices, including but not limited to its operations, systems of record, servicing by a prior servicing company or business relationships. With respect to those of your inquiries which go beyond the scope of a legitimate QWR, IndyMac Mortgage Services respectfully declines to provide the information requested.

In compliance with the Fair Debt Collection Practices Act (FDCPA), enclosed is a copy of the promissory note. A 24-month transaction history and bankruptcy payment reconciliation are included that accurately report the application of all payments we received during that period. If you dispute the pay history, please provide us details in support of any dispute, including but not limited to the dates of any transaction in dispute, amounts in dispute, copies of cancelled checks, receipts, bank statements, etc. You may request a life of loan payment history by completing the attached form and submitting it and the required fee to the address shown on the form.

As reflected in the transaction history enclosed Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013, together with the subsequent installments and late charges and other amount due under the note and deed of trust.

Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which your client's mortgage was pooled. Their phone number is 1-303-515-8131 and their address is

10350 Park Meadows Dr. Fl 3 Littleton, CO 80124. Your loan is pooled in the mortgage backed security identified as LXS 2007-5 4/30/07.

The servicing agreement between OneWest Bank, FSB and Nation Star Mortgage identifies IndyMac Mortgage Services, a division of OneWest Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to, (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default; (c) processing loan modification requests; and (d) responding to borrowers' inquiries. Please direct all of your correspondence to IndyMac Mortgage Services.

Your letter included a request for copies of certain documents that pertain to this loan. The copies you requested can be costly, so as a courtesy we are writing to encourage you to check your client's records to determine if your client has retained the documents provided when the loan closed. Limiting the number of document copies you actually need from IndyMac Mortgage Services will be less expensive and may save time.

Please research your client's records and complete the enclosed order form once you have identified the document copies you still require from IndyMac Mortgage Services. Once your form is complete, please submit a check in the total amount due along with the request form to IndyMac Mortgage Services, a division of OneWest Bank, FSB, Attention: RESPA Department, 6900 Beatrice Drive Kalamazoo, MI 49009. Upon receiving your request and payment, we will provide the desired documents to you within 30 business days of our receipt of the order form. If we do not receive the order form and payment within 30 business days, we will close this request.

We have conducted an investigation of the account and have determined:

1. No corrections have been made to the account as we are of the opinion the account has been serviced in compliance with the terms of the documents signed at closing.

2. Should you require any further assistance regarding the account, you may contact our Customer Service Department at 1.800.781.7399 or in writing at the following address 6900 Beatrice Drive Kalamazoo, MI 49009.

3. To the extent we are obligated either contractually or under any applicable statute or regulation to furnish the requested information to you, such information has been provided. We respectfully decline to provide any other information you may have requested, as such information may be privileged, confidential or otherwise not subject to disclosure.

If you have questions regarding our workout programs, please call IndyMac Mortgage Services at 1.800.781.7399 or you may access our website at www.indymacmortgageservices.com.

Please be assured all options were considered in every effort to assist you with this matter. In the event you require further assistance please call 1.800.781.7399 Monday through Friday, from 8:00 a.m. until 9:00 p.m. Eastern Time.

Respectfully,

IndyMac Mortgage Services
a division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

ONE WEST BANK, FSB
HOME LOAN SERVICING
P.O. BOX 4045
KALAMAZOO, MICHIGAN 49003-4045
1-800-781-7399

REQ BY 63I

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13

PAGE 1

ANTHONY P DICUS
5950 LA CASTANA WAY
SACRAMENTO

CA 95823

THE FOLLOWING IS THE PAYMENT HISTORY YOU
REQUESTED. SHOULD YOU HAVE ANY QUESTIONS
REGARDING THIS HISTORY, PLEASE CALL THE
CUSTOMER SERVICE DEPARTMENT AT THE ABOVE
REFERENCED TELEPHONE NUMBER. THANK YOU.

LOAN NUMBER: 3002357204

CURRENT ACCOUNT INFORMATION					
DATE PAYMENT DUE	TOTAL PAYMENT AMOUNT	PRINCIPAL & INTEREST PAYMENT	LOAN INTEREST RATE	CURRENT PRINCIPAL BALANCE	ESCROW BALANCE
03-01-13	1,629.13	1,629.13	4.00000	299,425.11	0.00
2ND MORTGAGE:			0.00 0.00000	0.00	

ACTIVITY FOR PERIOD 01/01/11 - 06/29/13					
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION	
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	OTHER AMOUNT CODE/DESCRIPTION	
06-17-13	03-13	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	81.46-1	LATE CHARGE
06-11-13	00-00	633	MISC. F/C AND B/R EXPENSES		
11.00	0.00	0.00	0.00		
05-28-13	03-13	493	ARM LOAN ADJUSTMENT		
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 1,629.13					
05-28-13	02-13	173	PAYMENT		05-24-13
1,629.13	628.95	1,000.18	0.00		
NEW PRINCIPAL/ESCROW BALANCES					
05-23-13	00-00	710	ATTORNEY ADVANCE REPAYMENT		
0.00	0.00	0.00	0.00	150.00-	
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
11.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
150.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
741.84	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
66.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
625.00	0.00	0.00	0.00		
05-23-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
585.00	0.00	0.00	0.00		

ONE WEST BANK, FSB
HOME LOAN SERVICING
P.O. BOX 4045
KALAMAZOO, MICHIGAN 49003-4045
1-800-781-7399

REQ BY 63I

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13

PAGE 2

ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		EFFECTIVE DATE OF TRANSACTION	
		TRANSACTION CODE		TRANSACTION DESCRIPTION			
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	AMOUNT	OTHER CODE/DESCRIPTION		
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
1,070.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
66.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
44.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
11.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
150.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
741.84	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
66.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
625.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
585.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
1,070.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
66.00	0.00	0.00	0.00				
05-23-13 00-00	745	CORP. ADVANCE	ADJUSTMENT				
44.00	0.00	0.00	0.00				
05-06-13 00-00	633	MISC. F/C AND B/R EXPENSES					
11.00	0.00	0.00	0.00				
04-29-13 02-13	493	ARM LOAN ADJUSTMENT					
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
04-29-13 01-13	173	PAYMENT					04-26-13
1,629.13	626.86	1,002.27	0.00				
300,054.06				NEW PRINCIPAL/ESCROW BALANCES			
04-03-13 01-13	493	ARM LOAN ADJUSTMENT					
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
04-03-13 12-12	173	PAYMENT					03-30-13
1,629.13	624.78	1,004.35	0.00				
300,680.92				NEW PRINCIPAL/ESCROW BALANCES			

ONE WEST BANK, FSB
HOME LOAN SERVICING
P.O. BOX 4045
KALAMAZOO, MICHIGAN 49003-4045
1-800-781-7399

REQ BY 631

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13
PAGE 3ANTHONY P DICUS
LOAN NUMBER: 3002357204

PROCESS DATE		DUE DATE		ACTIVITY FOR PERIOD 01/01/11 - 06/29/13		EFFECTIVE DATE OF TRANSACTION	
TRANSACTION DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	TRANSACTION DESCRIPTION	TRANSACTION DESCRIPTION	TRANSACTION DESCRIPTION	TRANSACTION DESCRIPTION	TRANSACTION DESCRIPTION
04-02-13	00-00	633	MISC. F/C AND B/R EXPENSES				
11.00		0.00	0.00	0.00			
03-07-13	00-00	633	MISC. F/C AND B/R EXPENSES				
145.00		0.00	0.00	0.00			
03-04-13	12-12	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
01-04-13	11-12	173	PAYMENT				02-28-13
1,629.13		622.70	1,006.43	0.00			
301,305.70				NEW PRINCIPAL/ESCROW BALANCES			
03-04-13	00-00	633	MISC. F/C AND B/R EXPENSES				
11.00		0.00	0.00	0.00			
02-19-13	00-00	633	MISC. F/C AND B/R EXPENSES				
11.00		0.00	0.00	0.00			
01-23-13	11-12	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
01-23-13	10-12	173	PAYMENT				01-22-13
1,629.13		620.63	1,008.50	0.00			
301,928.40				NEW PRINCIPAL/ESCROW BALANCES			
01-03-13	00-00	633	MISC. F/C AND B/R EXPENSES				
11.00		0.00	0.00	0.00			
12-26-12	10-12	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
12-26-12	09-12	173	PAYMENT				12-21-12
1,629.13		618.57	1,010.56	0.00			
302,549.03				NEW PRINCIPAL/ESCROW BALANCES			
12-04-12	09-12	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	
12-04-12	08-12	173	PAYMENT				11-30-12
1,629.13		616.52	1,012.61	0.00			
303,167.60				NEW PRINCIPAL/ESCROW BALANCES			
12-03-12	00-00	633	MISC. F/C AND B/R EXPENSES				
11.00		0.00	0.00	0.00			
11-19-12	00-00	630	ATTORNEY ADVANCES				
250.00		0.00	0.00	0.00			
11-01-12	08-12	493	ARM LOAN ADJUSTMENT				
NEW INTEREST RATE: 0.04000				NEW PRIN & INT PAYMENT:		1,629.13	

LEADS NUMBERED 10.

BANKRUPTCY PAYMENT RECONCILIATION

FIGURE 3-10

[illegible]

Law Office
Ronald H. Freshman, Esq.

3040 Skycrest Drive
Fallbrook, CA 92028
Office 858-756-8288
Fax 206-424-0744
ronfreshman@gmail.com

Date: June 20, 2013

IndyMac Mortgage Services
PO Box 78826
Phoenix, AZ 85062-8826

Via: Certified U.S. Mail #7011 2970 0003 7964 5153
Return Receipt Requested

Re: Anthony P. Dicus
Purported Loan #3002357204

Address: 5950 La Castana Way
Sacramento, CA 95823

QUALIFIED WRITTEN REQUEST; DEBT VALIDATION
AND DISPUTE OF DEBT

To whom it may concern:

We have been retained to represent the above-referenced client, Anthony P. Dicus regarding the status of the purported account/loan number also referenced above.

Attached is our client's authorization to release financial information.

INTRODUCTION; BRIEF STATEMENT OF FACTS

Our client received a call from you stating his property was going into "foreclosure" due to your claim that he is allegedly four months behind. Mr. Dicus states he has had no notice in writing of any such thing.

Upon a return call to (800) 781-7399, Mr. Dicus spoke with an Operator #014 claiming to be named "Melissa;" who told him \$6,227.77 was allegedly owed on the purported account. Melissa further stated "Once your loan came out of bankruptcy it went into the previous status as before - as delinquent and foreclosure status." She then

attempted to induce our client into considering a loan modification, which appears to have been solicited under false pretenses.

Upon Mr. Dicus telling Melissa that he was current in his payments and he had never been late, Melissa told Mr. Dicus he could contact your “foreclosure attorney’s office” at (619) 243-8415 referencing vendor #3002357204. This was not only intimidating but infuriating.

Our client then contacted us to deal with this situation.

QUALIFIED WRITTEN REQUEST

This letter shall be deemed a 12 U.S.C. § 2601, *et seq.*, as amended (“RESPA”) qualified written request to which provisions of the Dodd-Frank Act § 1463 also applies.

This request is directly related to the servicing of the purported loan; includes the name and account number, as well as a statement for the reasons Mr. Dicus believes the alleged account is in error. Sufficient detail regarding the other information sought¹ by Mr. Dicus is contained in this request.

To independently validate our client’s concerns, please provide the following.

1. Fully identify the purported owner the Dicus’ loan by name, address and phone number which is defined as the person or entity that purports to be lawfully entitled to the payments due under any promissory note that he allegedly signed when the loan was originated. If the “owner” is a so-called “securitized trust”, please identify:
 - (a) the name of the specific trust in which my loan is supposedly “pooled” (and not simply the name of the Trustee);
 - (b) the CUSIP number for the purported trust; and
 - (c) the specific date the purported loan, including the indorsement of the note and assignment of the Deed of Trust, were allegedly sold into said trust along with evidence of the consideration paid therefore.
2. Please provide a certified copy of the purported “Note” in its current condition format and size, front and back, showing all indorsements and/or allonges thereto; as of the date of this letter;

¹ 12 U.S.C. § 2605(e)(1)(B)(ii).

3. Please fully identify the current holder of the Dicus' Deed of trust by name, address and phone number.
4. Please identify the principal for whom Mortgage Electronic Registration Systems, Inc., ("MERS") purports to act and provide written proof of the authorization of MERS to act for the original or any other "lender" with respect to the purported Deed of Trust.²
5. Please provide the MERS Milestone/Summary Report showing all transfers of servicing and beneficial interest rights.²
6. Please confirm or deny whether the Dicus' purported Note was sold separately from the Deed of Trust or vice-versa and identify:
 - (a) each and every party that purchased the purported Note or any interest therein;
 - (b) the date upon which any such purchase(s) took place;
 - (c) the amount of consideration paid for the purported Note along with evidence of payment including any ledgers, books, cancelled checks or other similar "paper trail" for the actual consideration both paid and received for each and every alleged "transfer;" "indorsement;" or "assignment."
- 9) Please provide a "life of loan" history and a full accounting of each and every payment paid, received and accounted for related to this purported account that includes any and all claimed arrears, delinquencies or additional charges, including but not thereby limited to, escrow charges, fees, rebates, refunds, kickbacks, profits, gains or any other additions or subtractions to the purported account for any reason.
- 10) Please also provide an explanation of how any amount allegedly due was calculated including any dates for adjustments and why so adjusted.
- 11) Please provide any applicable pool, pooling, pooling and servicing, assignment and assumption, deposit, custodial, master purchasing,

² We know "Indymac Mortgage Services a division of OneWest Bank®" is a service mark of OneWest Bank and OneWest Bank is a MERS member with full access to all the MERS and other documentation requested.

servicing, sub-servicing and/or master-servicing, trust or other agreements related in any way to this purported account or the alleged securitization thereof.

DEBT VALIDATION DEMAND AND DISPUTE OF DEBT

Mr. Dicus herewith disputes the purported “debt” and demands validation of same. Based on the aforementioned irregularities; manner in which he has been treated; and recent events surrounding the foreclosure crisis and allegations of fraudulent foreclosure activity, Mr. Dicus now questions whether you are or have ever been a legitimate “servicer” of his purported “loan” or account, which at this point he is not sure he owes to anyone, let alone Indymac Mortgage Services which from our research is not a separate entity from OneWest Bank but merely a service mark thereof. Accordingly, due to the lack of sufficient evidence supporting your claim of servicing rights, Mr. Dicus requests validation of the purported “debt”³ which shall remain disputed absent your providing concrete evidence of both the ownership and any duly authorized and/or properly and legally assigned and adequately documented servicing rights thereto as well as an existing and legal security instrument thereto.

A cursory review of the recorded documents casts doubt on the legitimacy of your servicing or any other authority regarding this purported “debt” or whether the purported “debt” exists at all. Therefore pursuant to the current Homeowner Bill of Rights and associated Civil Code, our client requests irrefutable proof of your servicing authority, including but not thereby limited to, validation of the purported “debt;” proof of your authority to record or cause to be recorded any documents related to this property; any assignments of deeds of trust; substitutions of trustee(s); copies of the purported “deed of trust” and note which is to include any indorsements or allonges thereto and any corporate resolutions and/or power(s) of attorney authorizing any signatories utilized in executing any documents.

You are herewith notified that any further correspondence shall be through this office and in writing. Our client is not to be directly contacted by telephone or in any other manner.

³ This request is not merely for you to provide the purported “evidence of the debt” in the form of the “Note;” the ownership of which is disputed, but a complete and un-broken chain of indorsements and accounting.

Dodd-Frank and the Consumer Protection Act have changed the timelines for qualified written request responses that not only requires acknowledgement within 5 days but also a substantive response within 30 days which we look forward to receiving at your earliest possible convenience.

Time is of the essence in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald H. Freshman". The signature is fluid and cursive, with a large, stylized "R" at the beginning.

Ronald H. Freshman, Esq.
Attorney for Anthony P. Dicus

Wednesday, June 19, 2013

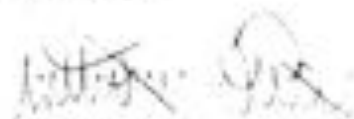
Anthony Dicus
5950 La Castana Way
Sacramento, Ca 95823

Ronald H. Freshman, Esq.
3040 Skycrest Drive
Fallbrook, Ca 92028

To Whom It May Concern:

This letter is to inform you that I give permission to Ronald H. Freshman, Esq. to represent & speak for me with any and all transactions dealing with INDYMAC BANK (loan #3002357204) in reference to my home (5950 La Castana Way Sacramento, Ca 95823).

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Dicus', is written over a horizontal line.

Anthony Dicus

916-395-2326

Loan Activity

Loan Number: 3002357204
 Property Address: 5950 LA CASTANA WAY
 SACRAMENTO, CA 95823-0000
 Borrower Name: ANTHONY P DICUS

Balances:

Principal balance: \$299,425.11
 Escrow balance: \$0.00
 Unpaid late charges: \$81.46

Disclosure: The transactions displayed within the payment history reflect funds that you have paid and do not necessarily represent funds that are due.

Applied Date	Due Date	Description	Amount Paid	Escrow Balance	Escrow Advance Balance	Principal Balance
06/17/2013	03/01/2013	LATE CHARGE ASSESSED	\$0.00	\$0.00	\$0.00	\$299,425.11
05/28/2013	03/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$299,425.11
05/28/2013	02/01/2013	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$299,425.11
04/29/2013	02/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$300,054.06
04/29/2013	01/01/2013	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$300,054.06
04/03/2013	01/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$300,680.92
04/03/2013	12/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$300,680.92
03/04/2013	12/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$301,305.70
03/04/2013	11/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$301,305.70
01/23/2013	11/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$301,928.40
01/23/2013	10/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$301,928.40
12/26/2012	10/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$302,549.03
12/26/2012	09/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$302,549.03

12/20/2012	09/01/2012	APPLIED	\$1,629.13	\$0.00	\$0.00	\$302,549.00
12/04/2012	09/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$303,167.60
12/04/2012	08/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$303,167.60
11/01/2012	08/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$303,784.12
11/01/2012	07/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$303,784.12
10/01/2012	07/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$304,398.59
10/01/2012	06/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$304,398.59

[Home](#) | [Privacy & Security](#) | [Terms & Conditions](#)

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Copyright © 2000 -2013 . Lender Processing Services, Inc. All Rights Reserved.

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



Payment Activity

The terms of the [Bill Payments and Transfers Agreement](#) apply to these payments.

Includes online payments for the past 13 months

☐ Hide search

Search by:

10 Payment(s) found for Mortgage (...7204)

☒ Clear Search Results

Send On	Deliver By	Status	Payee	Amount
06/28/2013	07/08/2013	Sent	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
05/20/2013	05/28/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
04/22/2013	04/29/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
03/25/2013	04/01/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
02/25/2013	03/04/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
01/17/2013	01/25/2013	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
12/14/2012	12/21/2012	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
11/26/2012	12/03/2012	Paid	Mortgage IndyMac Mortgage Services...7204	\$1,629.13
10/23/2012	10/30/2012	Paid	Mortgage IndyMac Bank Mor tgage Services.. .7204	\$1,629.13
09/24/2012	10/01/2012	Paid	Mortgage IndyMac Bank Mor tgage Services.. .7204	\$1,629.13

Don't see your payment? [Send us an email.](#)

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
4900 Eastree Drive • Kalamazoo, MI 49001

December 3, 2009

ANTHONY DICUS
8850 LA CASTANA WAY
SACRAMENTO CA 95823-5621

|||||

Account Number: 3002357204

Dear Anthony Dicus,

IndyMac Mortgage Services, a division of OneWest Bank FSB, is currently servicing your loan on behalf of **securitization trust LXS 2007-4N, AURORA LOAN SERVICES, LLC, as Trustee-Master Servicer** and is sending you this important notice as required by federal law.

As of the date of this letter, you owe a balance of \$325,617.93.

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be different from the amount above. Please also note that this is not a payoff statement. A payoff statement might include other charges or additional third party costs that may be necessary. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we may inform you before processing your check. For a more detailed reinstatement figure or for payoff quote information, please call toll free 1.877.908.HELP (4357).

Unless, within thirty days after receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within thirty days after your receipt of this notice, you notify us in writing that the debt or any portion thereof is disputed, we will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of any such judgment, and we will mail to you a copy of such verification or judgment. If you request the name and address of the original creditor, then upon your written request within thirty days after the receipt of this notice we will provide you with the name and address of the original creditor.

If you dispute the debt in writing or if you request proof of the debt or the name and address of the original creditor within the thirty day time period that begins upon receipt of this notice, the law requires us to stop our collection efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

If you wish to dispute the validity of the debt or obtain the name and address of the original creditor you must make such request in writing and send it to:

IndyMac Mortgage Services
Attn: Correspondence Research
P.O. Box 4045
Kalamazoo, MI 49003-4045

If you have questions or need further information, please contact Customer Service toll-free at 1.877.908.HELP (4357), Monday-Friday, 8 a.m. to 9 p.m. (Eastern Time).

Sincerely,

IndyMac Mortgage Services,
A division of OneWest Bank, FSB

IndyMac Mortgage Services, a division of OneWest Bank, FSB[®]
P.O. Box 4045 • Kalamazoo, MI 49003-4045

rec'd 6/21/13



ADDRESS SERVICE REQUESTED

STATEMENT ENCLOSED

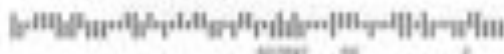


IndyMac Mortgage Services... a division of OneWest Bank, FSB

Primary Phone Number: (916) 395-2326
 Secondary Phone Number: (916) 395-2326

Property Address: 5950 LA CASTANA WAY
 SACRAMENTO, CA 95823

#BWNDCCT
 866840275320030618



ANTHONY P DICUS
 5950 LA CASTANA WAY
 SACRAMENTO CA 95823-5621

Account Information

Account Information as of 06/19/13
 Loan Number 3002387204
 Interest Rate 4.0004
 Principal Balance \$299,428.11
 Escrow Balance \$.00
 Unapplied Funds \$515.21
 Funds Advanced by RMS (1,2) \$145.00
 Principal Paid YTD \$9,129.82
 Interest Paid YTD \$9,921.79
 Property Taxes Paid YTD \$.00
 Hazard Insurance Paid YTD \$.00

For statement questions,
 please call Customer Service at
 1.800.781.7399

Payment Information

07/01/13 Payment Options	Minimum(A)	Interest Only(B)	Fully Amortized(C)	15-Year Amortized(D)	Your Account is now 4 Payments Past Due.
Principal and/or Interest	\$1,429.13	Not Applicable	Not Applicable	Not Applicable	Additional Information 1. Unless otherwise agreed with additional funds may be applied to advance your loan being applied to fees/charges. 2. Interest rate advance upon request. 3. Payment calculation includes Late Charge fee.
Escrow	\$.00				
Optional Products(2)	\$.00				
Other(2)	\$.00				
Payment Amount	\$1,429.13				
Past Due Payment(s)	\$6,516.52				
Total Payments Due	\$8,145.65				
Unpaid Late Charges	\$81.46				
Returned Payment Fees	\$.00				
Other Unpaid Charges(2)	\$.00				
Funds Advanced by RMS (1,2)	\$145.00				
Total Amount Due	\$8,372.11				
After 07/16/13 please pay: (3)	\$8,483.87				

Transactions Since Last Statement

Date	Transaction	Total	Principal	Deferred Interest(D)	Interest	Escrow	Fees/Misc.
06/17/13	Fee Assessment						\$1,429.13

Important Messages

ONLINE ACCESS TO YOUR LOAN INFORMATION IS JUST A CLICK AWAY!
 To find out more, see the back of this statement.

(A) **Minimum P&I Payment** This is the minimum amount that must be paid. As the interest rate may change monthly, this "minimum" payment amount may not be enough to pay all of the monthly interest due. If this occurs, the unpaid interest is then added to your loan balance.

(B) **Interest Only Payment** Payment applied only to interest due for month. No funds are included to reduce the loan's principal balance. Payment option is only available if the interest only amount due is at least as much as the minimum payment amount due.

(C) **Fully or 15-Year Amortized Payment** The principal and interest due. It is calculated using the current interest (determined by adding index plus margin) and the balance over the remaining term of the loan.

(D) **Principal/Deferred Interest** Positive amounts in this section mean the loan balance has decreased. Negative amounts in this section mean the monthly interest due was not satisfied with the last payment resulting in an increased

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Making Your Monthly Payments

Payments can be made via our telephone Speedpay service at 1.800.781.7300. Or you may initiate one time payments on-line at our website, www.indymacmortgageservices.com. There may be a charge for either of these services.

Payments by U.S. Mail

IndyMac Mortgage Services
P.O. Box 18626
Phoenix, AZ 85062-8626

Payments by Overnight Service

IndyMac Mortgage Services
6000 Benton Drive
Kalamazoo, MI 49009

If mailing or overnighting your payment, please remember the following:

- ✓ Write your 10-digit loan number on your check
- ✓ Make your check payable to IndyMac Mortgage Services
- ✓ Allow at least 5 business days for payment to be received & processed

Authorization to Convert Your Check to An Electronic Funds Debit

By sending your check to us, you authorize IndyMac Mortgage Services to convert the check into an electronic funds transfer. Please be aware that your bank account may be debited as soon as the same day we receive your payment and that your check will not be returned.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you find you have difficulty making your payments, please contact us immediately to discuss options available to you.

Contact Information Regarding Your Mortgage Account

Send All Written Correspondence or
Payoff Information Requests to:

IndyMac Mortgage Services
P.O. Box 4040
Kalamazoo, MI 49003-4040

Telephone:

Automated System or Representative	1.800.781.7300
TTY (Hearing Impaired Customer Service)	1.800.802.7961
Insurance Center	1.800.254.9181

On-Line: www.indymacmortgageservices.com available
24 hours a day

Fax:	Tax Related Issues	1.208.353.2485
	Payoff Department	1.208.353.2437
	Insurance Center	1.843.413.7143
	Mortgage Insurance (MI)	1.208.353.2495

Telephone and Fax Information

- General loan information is available 24 hours a day, 7 days a week, via automated telephone system.
- Representatives are available Monday through Friday, from 8:00 a.m. until 6:00 p.m., Eastern Time, to assist you.
- For hazard or flood insurance matters, contact our Insurance Center.

Customer Focus

Save a Phone Call!

Visit us at www.indymacmortgageservices.com

Did you know that by registering your mortgage loan online you can have immediate access to all of your current loan information 24 hours a day?

To register online just follow these simple instructions:

- Go to www.indymacmortgageservices.com mouse over Log In and click "Home Loans"
- Click on "Register User ID/Password"
- Follow the registration instructions and click "submit"

By accessing your loan through the Loan Servicing Center you can:

- Request copies of your loan documents
- Order a payoff statement
- View your current billing statement
- Make online payments

For secure and convenient online billing statements:

- Go to www.indymacmortgageservices.com mouse over Log In and click "Home Loans"
- Click on "Enrollment Options"
- Select the first option to go paperless

If you would like to be informed on your loan activity before your statement arrives, sign up for Email Notifications! IndyMac Mortgage Services will let you know when critical transactions occur on your account, such as a payment received and when insurance or taxes are paid from your escrow account. After logging in:

- Select "Personal Preferences"
- Select "Notify Me"
- Check the boxes you would like to receive notices on
- Click "Submit" to start receiving email notifications



© 2013 IndyMac Mortgage Services, a division of OneWest Bank®. Registered trademarks and/or the property of OneWest Bank® and/or its subsidiaries (TBC) listed.

Detach this portion and return with your check made payable to IndyMac Mortgage Services. Please write your loan number on your check.

IndyMac Mortgage Services, a division of OneWest Bank[®], FSB

Payments will be applied in the order specified in your mortgage documents. If sending additional funds, please indicate below how to apply funds.

Payment Summary

ANTHONY P DIOS

Loan Number 3002357204

03/01/13 Payment Information

Payment Options:	Minimum Payment	Interest Only	Fully Amortized	15 - Year Amortized
Total Payments Due After 07/15/13	\$6,143.01	\$15	\$15	\$15
Total Amount Due After 07/15/13	\$6,172.10			

+ Additional Principal:	\$	
+ Additional Escrow:	\$	
+ Late Charges/Fees:	\$	
+ Other:	\$	
+ Total Amount Enclosed:	\$	

☐ Check the box if money, money orders, or stamps are being used to pay your mortgage. Please complete back of this section only.



INDYMAC MORTGAGE SERVICES
PO BOX 78810
PHOENIX AZ 85062-8826

3002357204 00837211 00845357 0

Has Your Information Changed? If So, Please Complete This Form.

Visit our website at www.ledynamortgageservices.com to change your information online.

MAILING ADDRESS _____ E-MAIL ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME PHONE (____) _____ BUSINESS PHONE (____) _____

SS# BORROWER _____ NAME (PLEASE PRINT) _____

SS# CO-BORROWER _____ NAME (PLEASE PRINT) _____

☐ Check box if this address change is a permanent residence change.

☐ Check box if this address change is a temporary residence change - please specify: Expiration Date: _____

☐ Check box if this address change is to have statements sent to a Post Office box or another party - please specify: Expiration Date: _____

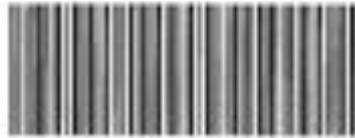
BORROWER SIGNATURE _____ LOAN NUMBER _____

CO-BORROWER SIGNATURE _____

IndyMac Mortgage Services
a Division of One West Bank II
PO Box 9042
Tulare, CA 90189-9042

Send Payments to:
IndyMac Mortgage Services
a Division of One West Bank II
PO Box 4045
Kalamazoo, MI 49003-4045

Send Correspondence to:
IndyMac Mortgage Services
a Division of One West Bank II
PO Box 4045
Kalamazoo, MI 49003-4045



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ANTHONY DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621



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Home Loan Servicing
6800 Beaudry Drive
Kalamazoo, MI 49009

06/26/2013

Sent Via Certified Mail
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ANTHONY DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

RE: Loan Number: 3002357204
Property Address: 5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Dear Anthony Dicus,

IndyMac Mortgage Services, a Division of OneWest Bank, FSB services your home loan. Your loan is in serious default because you have not made your required payments. The total amount required to reinstate your loan, as of the date of this letter is as follows:

Next Payment Due Date:	03/01/2013
Current Monthly Payment:	\$1,629.13
Total Monthly Payments Due:	\$6,516.52
Late Charges:	\$81.46
Other Charges:	Uncollected NSF Fees: \$0.00
	Other Fees: \$0.00
	Corporate Advance Balance: \$145.00
	Partial Payment Balance: <u>-\$515.21</u>
TOTAL YOU MUST PAY TO CURE DEFAULT:	\$6,227.77

You have the right to cure your default. To cure your default, you must, on or before July 28, 2013, pay IndyMac Mortgage Services, a Division of OneWest Bank, FSB in the amount of \$6,227.77 plus any additional monthly payments, late charges and fees which become due.

If your check is returned to us for insufficient funds or for any reason, "good funds" will not have been received and you will not have cured your default, we reserve the right to accept or reject a partial payment of the total amount due without waiving any of our rights herein or otherwise. If you do not cure your default, we will accelerate your mortgage with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time.

Failure to cure your default may result in the foreclosure and sale of your property. A deficiency judgment may be obtained against you to collect the balance of your loan.



OneWest Bank

71% 9026 9296 7893 9213

You may, if required by law, have the right to cure your default after the acceleration of your payments and prior to the foreclosure sale, by paying all amounts past due within the time permitted by law. In addition to the past due amounts, you will be required to pay reasonable fees and costs incurred by IndyMac Mortgage Services, a Division of OneWest Bank, FSB. You may have the right to bring a court action to assert the non-existence of a default right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Time is of the essence. Should you have any questions concerning this notice, please contact our Loan Resolutions department at 1-877-908-4357.

At this time, you may request a subsequent meeting with an IndyMac Mortgage Services, a Division of OneWest Bank, representative to discuss further options to avoid foreclosure. If requested, the subsequent meeting will occur within fourteen (14) days of your request. Additionally, you may also contact a HUD-approved housing counseling agency toll-free at 1-800-569-4287 or TDD 1-800-877-8339 for the housing counseling agency nearest you. These services are usually free of charge.

Sincerely,

IndyMac Mortgage Services, a Division of OneWest Bank, FSB
Loan Resolution

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

E-mail: scott@scottbranson.com 903.881.2254
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Account Information

Primary Phone Number: (916) 395-2128
Secondary Phone Number: (916) 395-2128

Property Address: 5005 LA CORTESA WAY,
SACRAMENTO, CA 95825

FORWISSET
00000275120000018

Account Information as of 02/28/13
Loan Number: 0000007004
Interest Rate: 6.000%
Principal Balance: \$229,625.11
Service Balance: \$.00
Unapplied Funds: \$115.31
Funds Advanced by IRS (1.2): \$145.00
Principal Paid YTD: \$1,124.83
Interest Paid YTD: \$1,625.11
Property Taxes Paid YTD: \$.00
Hazard Insurance Paid YTD: \$.00

For statement questions,
please call Customer Service at
1.800.781.7339

Payment Information					
01-01-13 Payment Options	Minimum 1/	Interest Only 2/	Fully Amortized 3/	15-Yr Amortized 4/	Your Account is now 6 Payments Past Due
Principal and/or Interest	\$1,429.13	Not Applicable	Not Applicable	Not Applicable	Additional Information 1. Interest charged against unpaid principal funds may be applied to advance payments in any amount to borrowers. 2. Interest rates are subject to change. 3. Payment schedule includes late charges.
Interest	\$.00				
Optional Products(5)	\$.00				
Other(5)	\$.00				
Payment Amount	\$1,429.13				
Past Due Payments(6)	\$4,114.52				
Total Payments Due	\$5,543.65				
Unpaid Late Charges	\$.00				
Returned Payment Fees	\$.00				
Other Unpaid Charges(5)	\$.00				
Funds Advanced by IRS (1.2)	\$145.00				
Total Amount Due	\$5,398.65				
After 02/15/13 please pay (3)	\$4,114.52				
Transactions Since Last Statement					
Date	Transaction	Total	Principal	Deferred Interest	Interest
02/28/13	Funds Applied	\$1,429.13		\$145.00	\$1,000.13

Important Messages

ONLINE ACCESS TO YOUR LOAN INFORMATION IS JUST A CLICK AWAY!
To find out more, see the back of this statement.

Thank you for your notice.

1) **Minimum Due Payment:** This is the minimum amount that should be paid. The interest rate may change monthly. This minimum payment amount may not be enough to pay all of the monthly interest due. If this occurs, the unpaid interest is then added to your loan balance.

2) **Interest Only Payment:** Payment amount only to interest due for month. No funds are included to reduce the loan's principal balance. Payment option is also available if the interest only amount due is at least as much as the minimum payment amount due.

3) **Fully or 15-Year Amortized Payment:** The payment amount shown is the payment using the current interest commitment by adding value due principal and the interest rate the remaining term of the loan.

4) **Principal/Deferred Interest:** Please review in this section what the loan balance has decreased. Unpaid amounts in this section mean the monthly interest due has not been paid. The full payment needed is the interest due balance.

Search the internet with your phone number to find the nearest branch. Please enter your phone number on your phone.

Payment Summary

Account # 0000007004
Loan Number 0000007004

02/28/13 Payment Information

Payment Option	Minimum Payment	Interest Only	Fully Amortized	15-Yr Amortized
Total Payments Due After 02/15/13	\$5,543.65	N/A	N/A	N/A
Total Amount Due After 02/15/13	\$5,398.65			

Additional Information

1. Interest charged against unpaid principal funds may be applied to advance payments in any amount to borrowers.

2. Interest rates are subject to change.

3. Payment schedule includes late charges.

4. Unpaid interest is added to the loan balance.

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Primary Phone Number: (916) 295-2339 Secondary Phone Number: (916) 295-2339		Account Information Account Information as of: 03/01/14 Loan Number: 00837211 Interest Rate: 4.000% Principal Balance: \$179,426.13 Escrow Balance: \$.00 Unapplied Funds: \$115.20 Funds Advanced by MS (YTD): \$145.00 Principal Paid YTD: \$1,142.93 Interest Paid YTD: \$3,451.73 Property Taxes Paid YTD: \$.00 Hazard Insurance Paid YTD: \$.00	
PROPERTY 0000 LA CADYANA BLVD SACRAMENTO, CA 95825			
ADDRESS 2 (OPTIONAL) 1500 LA CADYANA BLVD SACRAMENTO, CA 95825		For statement questions, please call Customer Service at 1-800-781-7000	

Payment Information			
03/05/13 Payment Options	Statement YTD	Interest Only YTD	Full, Interest Only, 15 Year, 30 Year YTD
Principal and/or Interest	\$1,879.10	\$3,451.73	
Escrow	\$.00		
Optional Prepayments	\$.00		
Other YTD	\$.00		
Payment Amount	\$1,879.10		
Next Due Payment(s)	\$1,879.10		
Total Payments Due	\$1,879.10		
Unpaid Late Charges	\$115.20		
Returned Payment Fees	\$.00		
Other Unpaid Charges YTD	\$.00		
Funds Advanced by MS (YTD)	\$145.00		
Total Amount Due	\$1,879.10		
After 03/05/13 please pay (YTD)	\$1,879.10		

re new rule calculation

Transactions Since Last Statement						
Date	Transaction	Total	Principal	Deferred Interest	Interest	Escrow
03/01/13	Fee Assessment					\$1.45

Important Messages	
ONLINE ACCESS TO YOUR LOAN INFORMATION IS JUST A CLICK AWAY! To find out more, see the back of this statement.	
<p><i>There are some online.</i></p>	
<p>(a) Minimum PFD Payment: This is the minimum amount that must be paid each month. The minimum payment amount may change monthly. The minimum payment amount may not be enough to pay all of the interest owed due. If the interest owed exceeds the amount paid, the unpaid interest is then added to your loan balance.</p>	<p>(b) Interest Only Payment: Payment against only the interest due on the loan. No funds are included to reduce the loan's principal balance. Payment option is only available if the interest only amount due is at least as much as the minimum payment amount due.</p>
<p>(c) Full or 15 Year Amortized Payment: The principal and interest due on the loan, using the current interest rate, is added into your payment, and the balance over the remaining term of the loan.</p>	<p>(d) Principal Deferral Interest: Payment against only the interest due on the loan. No funds are included to reduce the loan's principal balance. Payment option is only available if the interest only amount due is at least as much as the minimum payment amount due.</p>

Payment Summary 03/05/13 Payment Information		Payment is not a loan and is not subject to the same rules as a loan. Payment is not a loan and is not subject to the same rules as a loan. Payment is not a loan and is not subject to the same rules as a loan.																									
<table border="1"> <thead> <tr> <th>Payment Option</th> <th>Minimum Payment</th> <th>Interest Only</th> <th>Full Amortized</th> <th>15 Year Amortized</th> </tr> </thead> <tbody> <tr> <td>Total Payments Due After 03/05/13</td> <td>\$1,879.10</td> <td>\$3,451.73</td> <td>\$1,879.10</td> <td>\$1,879.10</td> </tr> <tr> <td>Total Amount Due After 03/05/13</td> <td>\$1,879.10</td> <td>\$3,451.73</td> <td>\$1,879.10</td> <td>\$1,879.10</td> </tr> </tbody> </table>	Payment Option	Minimum Payment	Interest Only	Full Amortized	15 Year Amortized	Total Payments Due After 03/05/13	\$1,879.10	\$3,451.73	\$1,879.10	\$1,879.10	Total Amount Due After 03/05/13	\$1,879.10	\$3,451.73	\$1,879.10	\$1,879.10	<table border="1"> <tbody> <tr> <td>Additional Prepayment</td> <td>\$</td> </tr> <tr> <td>Additional Escrow</td> <td>\$</td> </tr> <tr> <td>Late Charges/Fees</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td>Total Amount Enclosed</td> <td>\$</td> </tr> </tbody> </table>	Additional Prepayment	\$	Additional Escrow	\$	Late Charges/Fees	\$	Other	\$	Total Amount Enclosed	\$	Payment is not a loan and is not subject to the same rules as a loan. Payment is not a loan and is not subject to the same rules as a loan. Payment is not a loan and is not subject to the same rules as a loan.
Payment Option	Minimum Payment	Interest Only	Full Amortized	15 Year Amortized																							
Total Payments Due After 03/05/13	\$1,879.10	\$3,451.73	\$1,879.10	\$1,879.10																							
Total Amount Due After 03/05/13	\$1,879.10	\$3,451.73	\$1,879.10	\$1,879.10																							
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Late Charges/Fees	\$																										
Other	\$																										
Total Amount Enclosed	\$																										

Exhibit “14”

IndyMac Mortgage Services, a division of OneWest Bank[®], FSB

Home Loan Servicing • 2000 Esperanza Crossing • Austin, TX 78798

July 24, 2013

Law Office of Ronald H. Freshman, Esq.
Attn: Mr. Ronald H. Freshman, Esq.
3040 Skycrest Drive
Fallbrook, CA 92028

RE: OCC Case Number: 02903715
Mr. Anthony P. Dicus
Loan Number: 3002357204
Property Address: 5950 La Castana Way, Sacramento, CA 95823

Dear Mr. Freshman:

I am writing in response to the complaint that Mr. Anthony P. Dicus filed with the Office of the Comptroller of the Currency (OCC) on July 11, 2013. Included with the complaint is a letter dated July 11, 2013, that you wrote in response to our previous letter dated July 1, 2013. We received the complaint and the letter from the OCC on July 18, 2013. I appreciate this opportunity to address Mr. Dicus's concerns.

In your letter and Mr. Dicus's complaint, you assert that the loan is current. Additionally, you mention that payments were posted on March 4, 2013, April 3, 2013, April 29, 2013, and May 28, 2013. However, the referenced payments covered past due payments for November 1, 2012, December 1, 2012, January 1, 2013, and February 1, 2013, respectively. In support of your claim that the loan is current, you included a copy of his Loan Activity report, which contained payments from October 1, 2012, through May 28, 2013. Please note that this document confirms that the amounts we received were applied to past due payments.

For your convenience, I have enclosed a full transaction history for Mr. Dicus's loan. According to our records, his payment for August 1, 2008, was not posted until September 2, 2008, and his account therefore became one (1) month delinquent. Although we subsequently posted full payments on October 9, 2008, and November 24, 2008, we only received partial payments in December 2008. Consequently, the loan became further delinquent, and the payment we posted on January 21, 2009, was partially applied to the payment for November 1, 2008, with the remainder going into a suspense account. We did not receive any additional payments until after he filed for Chapter 13 bankruptcy on July 22, 2009. Although we received numerous payments throughout the duration of the bankruptcy, the payments we received were not sufficient to bring the loan current. If you believe the aforementioned transaction history is inaccurate, please provide additional information so that I may thoroughly research and address any issues.

Since the date of Mr. Dicus's bankruptcy filing, we have sent 16 letters inviting him to apply for the Home Affordable Modification Program (HAMP). However, we have yet to receive an application from him. For additional information and instructions on applying for a modification, he may visit www.indymacmortgageservices.com.

In your letter, you state that our correspondence from July 1, 2013, contained incorrect information relating to the mortgage-backed security (MBS) in which Mr. Dicus's loan is pooled. I apologize for the miscommunication. The subject loan is pooled in the MBS identified as LXS 2007-4N, for which OneWest Bank, FSB, is the servicer, and Aurora Loan Services is the trustee.

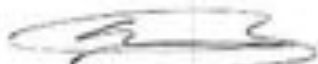
As of the date of this letter, Mr. Dicus's loan is five (5) months delinquent and due for March 1, 2013. The loan has a past due balance of \$7,793.36, which does not include any foreclosure fees and costs. For the full amount to reinstate the loan, he may contact our Customer Service Department at 1.877.908.4357.

Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time. He may also contact our Customer Service Department at the number provided if he is interested in pursuing a repayment plan. This option would allow him to spread the delinquent amount over several months so that he can make monthly mortgage payments, plus a portion of the delinquent amount, with no additional late fees.

Based on the information set forth above, we believe that we accurately reported Mr. Dicus's account to the credit reporting agencies in accordance with the Fair Credit Reporting Act.

If you have any questions regarding this letter, please contact me directly via email at james.hougham@oweb.com or by phone at 1.866.363.3091 Ext. 6261. I am available Monday through Friday, from 8:00 a.m. to 5:00 p.m. Central Time.

Respectfully,



James Hougham
Default Escalation Specialist
IndyMac Mortgage Services,
a division of OneWest Bank, FSB

Enclosure

CC: Office of the Comptroller of the Currency

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

INDYMAC MORTGAGE SERVICES TRANSACTION HISTORY

E. Flakus, A. Kucharski / *Journal of Macroeconomics* 26 (2004) 739–754

BACHTTELL AND CHEN

Autism: The new

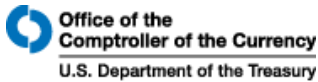
Transaction Type		Date of Transaction	Due Date	Payment Recd	Principal Payment	Interest Payment	Tax/Inv Payment	Suspense	Fees	FCBK Fee	Principal Balance	Finance Balance	ESBOW Advance Balance (\$)	Suspense Balance	Fee Balance	FCBK Fee
Auto Fee Account		07-16-2011	09-01-2011	\$81.46	\$0.00	\$0.00	\$0.00	\$0.00	\$81.46		\$199,423.11	\$0.00	\$0.00	\$0.00	\$182.92	\$199.00
Suspension Fee		07-16-2011	07-01-2011	\$12.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$192.94	\$209.00
Auto Fee Account		08-17-2011		\$80.46	\$0.00	\$0.00	\$0.00	\$0.00	\$80.46		\$199,423.11	\$0.00	\$0.00	\$0.00	\$192.96	\$199.00
Payment		08-26-2011	01-01-2012	\$1,429.15	\$429.15	\$1,000.00	\$0.00	\$0.00			\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$183.00
Auto Fee Pd		08-27-2011	09-01-2011	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-27-2011	09-01-2011	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00		\$150.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-27-2011	09-01-2011	\$191.44	\$0.00	\$0.00	\$0.00	\$0.00		\$191.44	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$193.00
Auto Fee Pd		09-29-2011	09-29-2011	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00		\$60.00	\$199,423.11	\$0.00	\$0.00	\$0.00	\$0.00	\$1

[illegible]

Attorney Fee	09-10-2009	10-00-2012	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$13,426.21	\$0.00	\$0.00	\$992.89	\$998.00	\$2,421.89
Inspection Fee	09-11-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$13,426.21	\$0.00	\$0.00	\$992.89	\$998.00	\$2,261.84
Payment	09-11-2009	03-02-2009	\$0.00	\$400.00	\$1,202.00	\$0.00	\$0.00		\$13,426.21	\$0.00	\$0.00	\$992.89	\$998.00	\$2,250.94
Payment	09-23-2009	03-09-2009	\$1,644.00	\$400.00	\$1,467.40	\$0.00	\$0.00		\$13,009.76	\$0.00	\$0.00	\$992.89	\$998.00	\$2,250.86
Waiver of Fee	09-23-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40		\$0.00	\$0.00	\$992.89	\$998.00	\$2,200.84
BPO Charge	09-11-2009	01-00-2012	\$01.00	\$0.00	\$0.00	\$0.00	\$0.00	\$01.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$2,200.84
Service Cost	09-23-2009	10-00-2012	\$141.84	\$0.00	\$0.00	\$0.00	\$0.00	\$141.84	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$2,155.84
Accounting Cost	09-23-2009	10-00-2012	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$2,104.00
Tide Policy	09-23-2009	10-00-2012	\$079.00	\$0.00	\$0.00	\$0.00	\$0.00	\$079.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$2,029.00
Attorney Fee	09-23-2009	10-00-2012	\$042.00	\$0.00	\$0.00	\$0.00	\$0.00	\$042.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$194.00
Inspection Fee	07-11-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$184.00
Late Fee Amount	07-04-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$176.60
Inspection Fee	06-24-2009	01-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$171.60
Inspection Fee	05-26-2009	01-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$171.60
Late Fee Amount	05-28-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$171.60
Inspection Fee	05-09-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$141.60
BPO Charge	04-23-2009	10-00-2012	\$045.00	\$0.00	\$0.00	\$0.00	\$0.00	\$045.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$136.60
Late Fee Amount	04-04-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$136.60
Inspection Fee	03-24-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$131.60
Late Fee Amount	03-05-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$131.60
Inspection Fee	02-23-2009	01-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$124.60
Late Fee Amount	02-17-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$124.60
Inspection Fee	01-23-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$119.60
Payment	01-23-2009	10-01-2009	\$1,200.00	\$0.00	\$1,479.44	\$0.00	\$1.51		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$119.60
Late Fee Amount	01-09-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$119.60
Payment	12-00-2008	10-01-2008	\$197.00	\$0.00	\$0.00	\$0.00	\$150.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$122.00
Inspection Fee	12-04-2008	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$120.90
Late Fee Amount	12-04-2008		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$120.90
Payment	12-08-2008	11-01-2008	\$108.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$120.90
Fee	11-04-2008	10-01-2008	\$1,001.40	\$400.00	\$1,007.40	\$0.00	\$0.00		\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Inspection Fee	11-04-2008	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	11-04-2008		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Web First Fee	11-04-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Late Fee Amount	11-01-2008		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Payment	10-05-2008	09-01-2008	\$1,000.40	\$400.00	\$1,200.40	\$0.00	\$0.00		\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	10-05-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Web First Fee	10-05-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Payment	09-03-2008	08-01-2008	\$1,000.40	\$400.00	\$1,017.40	\$0.00	\$0.00		\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	09-03-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	09-03-2008		\$10.40	\$0.00	\$0.00	\$0.00	\$0.00	\$10.40	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Web First Fee	09-03-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Late Fee Amount	09-03-2008		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Payment	07-23-2008	07-01-2008	\$1,000.40	\$400.00	\$1,000.40	\$0.00	\$0.00		\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	07-23-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	07-23-2008		\$00.40	\$0.00	\$0.00	\$0.00	\$0.00	\$00.40	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Web First Fee	07-23-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Late Fee Amount	07-10-2008		\$00.40	\$0.00	\$0.00	\$0.00	\$0.00	\$00.40	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Payment	06-20-2008	06-01-2008	\$1,000.40	\$400.00	\$1,000.40	\$0.00	\$0.00		\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	06-20-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	06-20-2008		\$00.40	\$0.00	\$0.00	\$0.00	\$0.00	\$00.40	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Web First Fee	06-20-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Late Fee Amount	06-18-2008		\$00.40	\$0.00	\$0.00	\$0.00	\$0.00	\$00.40	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Payment	05-15-2008	05-01-2008	\$1,000.40	\$400.00	\$1,000.40	\$0.00	\$0.00		\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Fee Payment	05-15-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Web First Fee	05-15-2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90
Payment	04-14-2008	04-01-2008	\$1,079.40	\$400.00	\$1,079.40	\$0.00	\$0.00		\$100,000.00	\$0.00	\$0.00	\$120.90	\$992.89	\$120.90

Fee Payment	08-14-2008		\$13.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$13.42		\$304,203.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	08-14-2008		\$13.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$13.42		\$304,203.14	\$0.00	\$0.00	-\$134.80	\$13.42	\$0.00
Web Print Fee	08-14-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,203.14	\$0.00	\$0.00	-\$134.80	\$14.42	\$0.00
Payment	01-16-2009	01-01-2009	\$1,000.00	-\$1,047.41	\$1,115.90	\$0.00	\$0.00	\$0.00			\$304,203.14	\$0.00	\$0.00	-\$134.80	\$14.42	\$0.00
Fee Payment	01-16-2009		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00		\$305,174.14	\$0.00	\$0.00	-\$134.80	\$15.42	\$0.00
Web Print Fee	01-16-2009		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,174.14	\$0.00	\$0.00	-\$134.80	\$16.42	\$0.00
Late Fee Assessed	01-17-2009		\$10.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.42		\$305,174.14	\$0.00	\$0.00	-\$134.80	\$16.42	\$0.00
Payment	02-15-2009	02-01-2009	\$1,000.00	-\$1,071.49	\$1,139.49	\$0.00	\$0.00	\$0.00			\$305,174.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	02-15-2009		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00		\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Web Print Fee	02-15-2009		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,169.14	\$0.00	\$0.00	-\$134.80	\$1.00	\$0.00
Payment	01-10-2008	01-01-2008	\$1,000.00	-\$1,093.00	\$1,163.49	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	01-10-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00		\$305,167.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Web Print Fee	01-10-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,167.14	\$0.00	\$0.00	-\$134.80	\$1.00	\$0.00
Refinement Payment	02-14-2007	01-01-2007	\$90.40	\$0.00	\$0.40	\$1.00	\$0.00	\$0.00			\$305,167.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	02-14-2007	02-01-2007	\$1,070.00	-\$1,087.19	\$1,170.00	\$0.00	\$0.00	\$0.00			\$305,167.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	02-14-2007		\$99.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$99.40		\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	02-14-2007		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00		\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Web Print Fee	02-14-2007		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,165.14	\$0.00	\$0.00	-\$134.80	\$1.00	\$0.00
Refinement Payment	01-11-2007	01-01-2007	\$74.34	\$14.34	\$1.00	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	01-11-2007	01-01-2007	\$991.00	-\$1,104.61	\$1,118.82	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	01-04-2007	01-01-2007	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	01-04-2007	01-01-2007	\$991.00	-\$1,116.94	\$1,136.10	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	09-09-2007	09-01-2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	09-09-2007	09-01-2007	\$991.00	-\$1,147.34	\$1,161.75	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Late Fee Assessed	09-17-2007		\$49.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.39		\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	08-10-2007	08-01-2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	08-10-2007	08-01-2007	\$991.00	-\$1,189.86	\$1,181.81	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	07-06-2007	07-01-2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	07-06-2007	07-01-2007	\$991.00	-\$1,191.11	\$1,175.08	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	06-04-2007	04-01-2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	06-04-2007	06-01-2007	\$991.00	-\$1,171.46	\$1,166.41	\$0.00	\$0.00	\$0.00			\$305,165.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	01-01-2007	01-01-2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,161.80	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	01-01-2007	01-01-2007	\$991.00	-\$1,163.81	\$1,157.81	\$0.00	\$0.00	\$0.00			\$305,161.80	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	04-04-2007	04-01-2007	\$991.00	-\$1,121.14	\$1,128.21	\$0.00	\$0.00	\$0.00			\$305,159.30	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	04-03-2007	03-01-2007	\$991.00	-\$1,113.11	\$1,113.06	\$0.00	\$0.00	\$0.00			\$305,083.44	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	02-01-2007	02-01-2007	\$991.00	-\$1,075.19	\$1,073.24	\$0.00	\$0.00	\$0.00			\$305,214.70	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	01-01-2007	01-01-2007	\$991.00	-\$1,051.49	\$1,065.44	\$0.00	\$0.00	\$0.00			\$304,417.34	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Principal Setup	01-01-2007		\$267,944.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$304,944.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Exhibit “15”



OMB Control No. 1557-0232
Expiration Date: 11/30/2015

AMENDED CUSTOMER COMPLAINT FORM Case #02903715

Please fill in this form completely. Mail or fax this completed complaint form to:

**Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050
1-713-336-4301 (Fax)**

Once we receive your completed form, you will receive an acknowledgment letter containing your assigned case number. Please keep your case number for future contact with our office.

Helpful Hints:

Check to make sure your financial institution is a national bank or federal savings association (thrift). If you do not know the name of your financial institution, check your account statement. The financial institution's name will be indicated on the statement.

Have you tried to resolve your complaint with your financial institution? The OCC recommends that you attempt to resolve your complaint with your financial institution first. Please contact your financial institution to allow them the opportunity to resolve your issue(s).

If your complaint involves more than one financial institution, you will need to submit a separate complaint form for each institution involved. You will receive separate case numbers for each institution.

Please Note:

We cannot act as a court of law or as a lawyer on your behalf

We cannot give you legal advice

We cannot become involved in complaints that are in litigation or have been litigated

YOUR INFORMATION

The Account Owner/Holder should complete this section. * - Indicates Required Fields

*First Name:	Middle Name:	
*Last Name:		
*Street Address:		
*City:	*State:	*Zip:
*Phone:		
Email:		
What is the best way to contact you? Phone <input type="checkbox"/> Mail <input type="checkbox"/> Email <input type="checkbox"/>		
What is the best time to contact you? Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening <input type="checkbox"/>		

REPRESENTATIVE CONTACT INFORMATION

If you want us to communicate with your attorney or other legal representative directly, please provide the information below. **Your submission of this portion of the form authorizes our office to release information to your attorney or other legal representative if requested.** Please check the following to indicate the type of relationship:

Attorney ☐ Legal Representative ☐

Please indicate the type of authorization you have granted to your attorney or other legal representative:

Power of Attorney ☐ Letters Testamentary ☐ Court Appointed Executor or Administrator ☐ Other ☐

If you are not sure of the type of legal authorization granted, please check your legal documents or consult with your attorney or other legal representative.

Name of Representative:

*First Name:	Middle Name:	
*Last Name:		
*Street Address:		
*City:	*State:	*Zip:
*Phone:		
Representative Email:		
What is the best way to contact your representative? Phone <input type="checkbox"/> Mail <input type="checkbox"/> Email <input type="checkbox"/>		
What is the best time to contact your representative? Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening <input type="checkbox"/>		

FINANCIAL INSTITUTION OR COMPANY INFORMATION THAT IS SUBJECT OF THE COMPLAINT

Helpful Hint: If you do not know the name of your financial institution, check your account statement. The financial institution's name will be indicated on the account statement.

*Name of Financial Institution or Company:		
Street Address:		
*City:	*State:	Zip:
Phone:		
*Type of Account(s) (Check all that apply): Deposit Account (Checking, Savings) <input type="checkbox"/> Credit Card <input type="checkbox"/>		
Loan Product (Consumer, Mortgage, Home Equity) <input type="checkbox"/> Asset Management (Trust Accounts) <input type="checkbox"/>		
Consumer Leasing <input type="checkbox"/> Non-Deposit Account (Investments) <input type="checkbox"/> Insurance <input type="checkbox"/> Other <input type="checkbox"/>		
Have you tried to resolve your complaint with your financial institution or company? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, when?	How? Phone <input type="checkbox"/> Mail <input type="checkbox"/> In Person <input type="checkbox"/> Other <input type="checkbox"/>	
Contact Name:	Title:	
Has your financial institution responded to you? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, when?	How? Phone <input type="checkbox"/> Mail <input type="checkbox"/> In Person <input type="checkbox"/> Other <input type="checkbox"/>	

COMPLAINT INFORMATION

Describe events in the order they occurred, including any names, phone numbers, and a full description of the problem with the amount(s) and date(s) of any transaction(s). Be as brief and complete as possible to make the explanation clear. **Do not include personal or confidential information such as your social security, credit card, or account numbers.**

Please be advised that the issues described in this complaint will be shared with the financial institution or company in question.

PRIVACY ACT STATEMENT

The solicitation and collection of this information is authorized by 12 U.S.C. 1. The information is solicited to provide the Office of the Comptroller of the Currency (OCC) with data that is necessary and useful in reviewing requests received from individuals for assistance in their interactions with national banks or federal savings associations (thrifts). The provision of requested information is voluntary. However, without such information, the ability to complete a review or to provide requested assistance may be hindered.

It is intended that the information obtained through this solicitation will be used within the OCC and provided to the national bank or federal savings association (thrift) that is the subject of the complaint or inquiry. Additional disclosures of such information may be made to: (1) other third parties when required or authorized by statute or when necessary in order to obtain additional information relating to the complaint or inquiry; (2) other governmental, self-regulatory, or professional organizations having: (a) jurisdiction over the subject matter of the complaint or inquiry; (b) jurisdiction over the entity that is the subject of the complaint or inquiry; or (c) whenever such information is relevant to a known or suspected violation of law or licensing standard for which another organization has jurisdiction; (3) the Department of Justice, a court, an adjudicative body, a party in litigation, or a witness when relevant and necessary to a legal or administrative proceeding; (4) a Congressional office when the information is relevant to an inquiry initiated on behalf of its provider; (5) Other governmental or tribal organizations with which an individual has communicated regarding a complaint or inquiry about an OCC-regulated entity; (6) OCC contractors or agents when access to such information is necessary; and (7) other third parties when required or authorized by statute.

I certify that the information provided on this form is true and correct to the best of my knowledge.

I Certify ☒

I Do Not Certify ☐

Date:

Signature:

We will mail you a written acknowledgment within five (5) business days of receipt of your completed complaint form containing your assigned case number. Please utilize your case number for future contact with our office. If you have any questions regarding this case, please call 1-800-613-6743.

If a valid OMB Control Number does not appear on this form, you are not required to complete this form.

Exhibit “A”

IndyMac Mortgage Services, a division of OneWest Bank, FSB

Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

July 10, 2013

Anthony P Dicus
5950 LA Castana Way
Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount submitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 8227.11

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "IndyMac Mortgage Services" and mail it to the following address:

IndyMac Mortgage Services, A Division of OneWest Bank
PO Box 4045
Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7199 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services. For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fo>, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure: IndyMac Mortgage Services, a division of OneWest Bank, FSB has a number of programs designed to help borrowers who are struggling to make their mortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com. We look forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department
IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONAL USE*

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

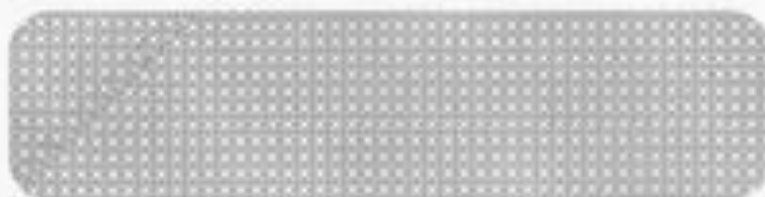


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IndyMac Mortgage Services, Inc. *REC'd 7/15/13*
 P.O. Box 4845 • Kalamazoo, MI 49003-4845

PRE-SORTED
FIRST CLASS



27 EAG-GHB 95823



CHASE

CHASE ONLINE BILL PAYMENT
 PO BOX 18844
 WILMINGTON, DE 19860-8844
 (800) 472-6296

Apply to Acct 3002357204

ANTHONY DICUS
 9900 LA CASTANA WAY
 SACRAMENTO, CA 95823-5821

264118208

25-31940

06-28-2013



Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 13/100 *5/2*

Dollars



To
 the
 Order
 of

00494 BPC 001 018 13078 • 264118208 24 OF 24
 INDIAMAC MORTGAGE SERVICES
 PO BOX 78826
 PHOENIX, AZ 85062-8826

\$1,629.13



Check Valid After 90 Days

Cheryl J. Maurer

JPMorgan Chase Bank, N.A. Columbia, Ohio

264118208 00440000370

658533013

Exhibit “B”

IndyMac Mortgage Services, a division of OneWest Bank[®], FSB

Home Loan Servicing • 2000 Esperanza Crossing • Austin, TX 78798

July 24, 2013

Law Office of Ronald H. Freshman, Esq.
Attn: Mr. Ronald H. Freshman, Esq.
3040 Skycrest Drive
Fallbrook, CA 92028

RE: OCC Case Number: 02903715
Mr. Anthony P. Dicus
Loan Number: 3002357204
Property Address: 5950 La Castana Way, Sacramento, CA 95823

Dear Mr. Freshman:

I am writing in response to the complaint that Mr. Anthony P. Dicus filed with the Office of the Comptroller of the Currency (OCC) on July 11, 2013. Included with the complaint is a letter dated July 11, 2013, that you wrote in response to our previous letter dated July 1, 2013. We received the complaint and the letter from the OCC on July 18, 2013. I appreciate this opportunity to address Mr. Dicus's concerns.

In your letter and Mr. Dicus's complaint, you assert that the loan is current. Additionally, you mention that payments were posted on March 4, 2013, April 3, 2013, April 29, 2013, and May 28, 2013. However, the referenced payments covered past due payments for November 1, 2012, December 1, 2012, January 1, 2013, and February 1, 2013, respectively. In support of your claim that the loan is current, you included a copy of his Loan Activity report, which contained payments from October 1, 2012, through May 28, 2013. Please note that this document confirms that the amounts we received were applied to past due payments.

For your convenience, I have enclosed a full transaction history for Mr. Dicus's loan. According to our records, his payment for August 1, 2008, was not posted until September 2, 2008, and his account therefore became one (1) month delinquent. Although we subsequently posted full payments on October 9, 2008, and November 24, 2008, we only received partial payments in December 2008. Consequently, the loan became further delinquent, and the payment we posted on January 21, 2009, was partially applied to the payment for November 1, 2008, with the remainder going into a suspense account. We did not receive any additional payments until after he filed for Chapter 13 bankruptcy on July 22, 2009. Although we received numerous payments throughout the duration of the bankruptcy, the payments we received were not sufficient to bring the loan current. If you believe the aforementioned transaction history is inaccurate, please provide additional information so that I may thoroughly research and address any issues.

Since the date of Mr. Dicus's bankruptcy filing, we have sent 16 letters inviting him to apply for the Home Affordable Modification Program (HAMP). However, we have yet to receive an application from him. For additional information and instructions on applying for a modification, he may visit www.indymacmortgageservices.com.

In your letter, you state that our correspondence from July 1, 2013, contained incorrect information relating to the mortgage-backed security (MBS) in which Mr. Dicus's loan is pooled. I apologize for the miscommunication. The subject loan is pooled in the MBS identified as LXS 2007-4N, for which OneWest Bank, FSB, is the servicer, and Aurora Loan Services is the trustee.


As of the date of this letter, Mr. Dicus's loan is five (5) months delinquent and due for March 1, 2013. The loan has a past due balance of \$7,793.36, which does not include any foreclosure fees and costs. For the full amount to reinstate the loan, he may contact our Customer Service Department at 1.877.908.4357.

Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time. He may also contact our Customer Service Department at the number provided if he is interested in pursuing a repayment plan. This option would allow him to spread the delinquent amount over several months so that he can make monthly mortgage payments, plus a portion of the delinquent amount, with no additional late fees.

Based on the information set forth above, we believe that we accurately reported Mr. Dicus's account to the credit reporting agencies in accordance with the Fair Credit Reporting Act.

If you have any questions regarding this letter, please contact me directly via email at james.hougham@oweb.com or by phone at 1.866.363.3091 Ext. 6261. I am available Monday through Friday, from 8:00 a.m. to 5:00 p.m. Central Time.

Respectfully,



James Hougham
Default Escalation Specialist
IndyMac Mortgage Services,
a division of OneWest Bank, FSB

Enclosure

CC: Office of the Comptroller of the Currency

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

INDYMAA' MORTGAGE SERVICES TRANSACTION HISTORY

E. Casey, *Author for correspondence*: 20011101.7704

SACRYL TO ACRYL

Assessment Criteria

Transaction Type	Date of Transaction	Due Date	Payment Received	Principal Payment	Interest Payment	Finance Payment	Suspense	Fees	FCMR Fee	Principal Balance	Finance Balance	Advance Balance (\$)	Suspense Balance	Fee Balance	FCMR Fee
Auto Fee Received	07-16-2011	09-01-2010	\$45.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.46		\$299,423.11	\$0.00	\$0.00	\$0.00	\$162.92	\$150.00
Suspension Fee	07-16-2011	09-01-2010	\$12.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10.00	\$299,423.11	\$0.00	\$0.00	\$0.00	\$20.94	\$20.00
Auto Fee Received	08-17-2011		\$80.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.40		\$299,453.11	\$0.00	\$0.00	\$0.00	\$40.46	\$40.00
Payment	08-26-2011	01-01-2010	\$1,629.19	\$648.95	\$1,000.00	\$0.00	\$0.00			\$299,453.11	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Auto Fee Pd	09-27-2011	09-28-2010	\$13.80	\$0.00	\$0.00	\$0.00	\$0.00		\$11.80	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$145.80
Auto Fee Pd	09-27-2011	09-28-2010	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00		\$130.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00
Auto Fee Pd	09-27-2011	09-28-2010	\$740.64	\$0.00	\$0.00	\$0.00	\$0.00		\$740.64	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Auto Fee Pd	09-29-2011	09-29-2010	\$68.00	\$0.00	\$0.00	\$0.00	\$0.00		\$68.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,067.00
Auto Fee Pd	09-29-2011	09-29-2010	\$623.00	\$0.00	\$0.00	\$0.00	\$0.00		\$623.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,115.00
Auto Fee Pd	09-29-2011	09-29-2010	\$580.80	\$0.00	\$0.00	\$0.00	\$0.00		\$580.80	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,176.44
Auto Fee Pd	09-29-2011	09-29-2010	\$1,070.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,070.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,215.44
Auto Fee Pd	09-29-2011	09-29-2010	\$68.00	\$0.00	\$0.00	\$0.00	\$0.00		\$68.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,283.00
Auto Fee Pd	09-29-2011	09-29-2010	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00		\$80.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,363.00
Payment	04-29-2011	04-01-2010	\$1,629.19	\$648.95	\$1,000.00	\$0.00	\$0.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,401.00
Payment	04-01-2011	12-01-2010	\$1,429.33	\$414.26	\$1,000.00	\$0.00	\$0.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,401.00
MFO Charge	04-07-2011	04-07-2010	\$145.00	\$0.00	\$0.00	\$0.00	\$0.00		\$145.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,401.00
Payment	03-09-2011	11-01-2010	\$1,629.19	\$648.95	\$1,000.00	\$0.00	\$0.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	04-10-2011	04-01-2010	\$1,629.19	\$648.95	\$1,000.00	\$0.00	\$0.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	04-26-2011	04-26-2010	\$1,629.19	\$648.95	\$1,000.00	\$0.00	\$0.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	02-04-2011	08-01-2010	\$1,629.19	\$648.95	\$1,000.00	\$0.00	\$0.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	01-26-2011	01-01-2010	\$1,629.19	\$648.95	\$1,000.00	\$0.00	\$0.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	01-01-2011	01-01-2010	\$1,629.19	\$648.95	\$1,000.00	\$0.00	\$0.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
MFO Charge	09-27-2011	11-26-2010	\$145.00	\$0.00	\$0.00	\$0.00	\$0.00		\$145.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	08-16-2011	07-01-2010	\$0.00	\$648.95	\$1,000.00	\$0.00	\$1,629.19			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	08-15-2011	07-01-2010	\$1,629.19	\$0.00	\$0.00	\$0.00	\$1,629.19			\$300,094.06	\$0.00	\$0.00	\$2,144.14	\$0.00	\$1,506.00
Payment	08-15-2011	08-01-2010	\$1,140.62	\$0.00	\$0.00	\$1,000.00	\$1,000.00			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	07-15-2011	06-01-2010	\$1,140.62	\$0.00	\$0.00	\$1,000.00	\$490.12			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	06-12-2011	05-01-2010	\$1,140.62	\$0.00	\$0.00	\$1,000.00	\$1,140.62			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	05-17-2011	04-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$490.12			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	04-11-2011	03-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$490.12			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	03-10-2011	02-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$490.12			\$300,094.06	\$0.00	\$0.00	\$1,208.88	\$0.00	\$1,506.00
MFO Charge	02-10-2011	01-30-2010	\$145.00	\$0.00	\$0.00	\$0.00	\$0.00		\$145.00	\$300,094.06	\$0.00	\$0.00	\$1,353.88	\$0.00	\$1,506.00
Payment	01-10-2011	12-01-2009	\$1,140.62	\$0.00	\$0.00	\$0.00	\$1,140.62			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Accounting Cost	01-25-2011	01-30-2010	\$21.38	\$0.00	\$0.00	\$0.00	\$0.00		\$10.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Attorney Fee	01-15-2011	01-30-2010	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00		\$45.00	\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	01-11-2011	11-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$130.62			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Payment	11-09-2011	04-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$130.62			\$300,094.06	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.00
Insurance Refund	11-09-2011	04-01-2010	\$1,140.62	\$0.00	\$0.00	\$1,000.00	\$140.62			\$300,094.06	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,506.00
Payment	11-01-2011	09-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$130.62			\$300,094.06	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,506.00
Payment	09-12-2011	08-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$130.62			\$300,094.06	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,506.00
Payment	09-13-2011	07-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$130.62			\$300,094.06	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,506.00
Insurance Endorsement	08-26-2011	06-01-2010	\$1,110.00	\$0.00	\$0.00	\$1,000.00	\$0.00			\$300,094.06	\$1,110.00	\$0.00	\$1,110.00	\$0.00	\$1,506.00
MFO Charge	08-24-2011	11-30-2010	\$145.00	\$0.00	\$0.00	\$0.00	\$0.00		\$145.00	\$300,094.06	\$0.00	\$0.00	\$1,110.00	\$0.00	\$1,506.00
Payment	08-09-2011	07-01-2010	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00			\$300,094.06	\$0.00	\$0.00	\$1,110.00	\$0.00	\$1,506.00
Payment	08-09-2011	07-01-2010	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00			\$300,094.06	\$0.00	\$0.00	\$1,110.00	\$0.00	\$1,506.00
Payment	08-02-2011	06-01-2010	\$1,140.62	\$0.00	\$1,000.00	\$0.00	\$130.62			\$300,094.06	\$0.00	\$0.00	\$1,110.00	\$0.00	\$1,506.00
Auto Term Suspension	07-29-2011	07-01-2010	\$0.00	\$130.62	\$1,000.00	\$0.00	\$1,130.62			\$300,094.06	\$0.00	\$0.00	\$1,110.00	\$0.00	\$1,506.00
Payment	07-18-2011	06-01-2010	\$1,140.62	\$0.00	\$0.00	\$0.00	\$1,140.62			\$300,094.06	\$0.00	\$0.00	\$1,110.00	\$0.00	\$1,506.00
Payment	07-18-2011	06-01-2010	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00			\$300,094.06	\$0.00	\$0.00	\$1,110.00	\$0.00	\$1,506.00

[illegible]

Attorney Fee	09-10-2009	10-00-2012	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00		\$130.00	\$13,426.21	\$0.00	\$0.00	\$992.89	\$998.00	\$2,421.89
Inspection Fee	09-11-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$13,426.21	\$0.00	\$0.00	\$992.89	\$998.00	\$2,261.84
Payment	09-11-2009	03-02-2009	\$0.00	\$400.00	\$1,202.00	\$0.00	\$0.00			\$13,426.21	\$0.00	\$0.00	\$992.89	\$998.00	\$2,250.94
Payment	09-23-2009	03-09-2009	\$1,644.00	\$400.00	\$1,647.40	\$0.00	\$0.00			\$13,009.76	\$0.00	\$0.00	\$992.89	\$998.00	\$2,250.86
Waiver of Fee	09-23-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40			\$0.00	\$0.00	\$992.89	\$998.00	\$2,200.84
BPO Charge	09-11-2009	01-00-2012	\$01.00	\$0.00	\$0.00	\$0.00	\$0.00		\$01.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$2,200.84
Service Cost	09-23-2009	10-00-2012	\$141.84	\$0.00	\$0.00	\$0.00	\$0.00		\$141.84	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$2,155.84
Accounting Cost	09-23-2009	10-00-2012	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00		\$45.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$2,104.00
Tide Policy	09-23-2009	10-00-2012	\$079.00	\$0.00	\$0.00	\$0.00	\$0.00		\$079.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$2,029.00
Attorney Fee	09-23-2009	10-00-2012	\$042.00	\$0.00	\$0.00	\$0.00	\$0.00		\$042.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$194.00
Inspection Fee	07-11-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$184.00
Late Fee Amount	07-04-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$176.60
Inspection Fee	06-24-2009	01-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$171.60
Inspection Fee	05-26-2009	01-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$171.60
Late Fee Amount	05-26-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$171.60
Inspection Fee	05-05-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$145.17
BPO Charge	04-23-2009	10-00-2012	\$045.00	\$0.00	\$0.00	\$0.00	\$0.00		\$045.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$140.17
Late Fee Amount	04-04-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$135.00
Inspection Fee	03-24-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$131.14
Late Fee Amount	03-05-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$124.00
Inspection Fee	02-23-2009	01-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$124.00
Late Fee Amount	02-17-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$124.00
Inspection Fee	01-23-2009	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	01-23-2009	10-01-2009	\$1,200.00	\$400.00	\$1,479.44	\$0.00	\$11.51			\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Late Fee Amount	01-09-2009		\$07.40	\$0.00	\$0.00	\$0.00	\$0.00	\$07.40		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	12-00-2008	10-01-2008	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Fee	11-04-2008	10-01-2008	\$1,000.00	\$400.00	\$1,400.00	\$0.00	\$0.00			\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Inspection Fee	11-04-2008	10-00-2012	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11.00	\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Fee Payment	11-04-2008		\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Web First Fee	11-04-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Late Fee Amount	11-04-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	10-05-2008	09-05-2008	\$1,000.00	\$400.00	\$1,400.00	\$0.00	\$0.00			\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Fee Payment	10-05-2008		\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Web First Fee	10-05-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	09-03-2008	08-01-2008	\$1,000.00	\$400.00	\$1,400.00	\$0.00	\$0.00			\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Fee Payment	09-03-2008		\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Web First Fee	09-03-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Late Fee Amount	09-03-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	07-23-2008	07-05-2008	\$1,000.00	\$400.00	\$1,400.00	\$0.00	\$0.00			\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Fee Payment	07-23-2008		\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Web First Fee	07-23-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Late Fee Amount	07-23-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	07-10-2008		\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	06-20-2008	06-01-2008	\$1,000.00	\$400.00	\$1,400.00	\$0.00	\$0.00			\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Fee Payment	06-20-2008		\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Web First Fee	06-20-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Late Fee Amount	06-20-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	05-15-2008	05-01-2008	\$1,000.00	\$400.00	\$1,400.00	\$0.00	\$0.00			\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Fee Payment	05-15-2008		\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Web First Fee	05-15-2008		\$05.00	\$0.00	\$0.00	\$0.00	\$0.00	\$05.00		\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00
Payment	04-14-2008	04-01-2008	\$1,000.00	\$400.00	\$1,400.00	\$0.00	\$0.00			\$100,000.00	\$0.00	\$0.00	\$992.89	\$998.00	\$118.00

Fee Payment	08-14-2008		\$13.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$13.42		\$304,203.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	08-14-2008		\$13.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$13.42		\$304,203.14	\$0.00	\$0.00	-\$134.80	\$13.42	\$0.00
Web Print Fee	08-14-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,203.14	\$0.00	\$0.00	-\$134.80	\$14.42	\$0.00
Payment	08-14-2008	07-01-2008	\$1,000.00	-\$1,047.41	\$1,115.90	\$0.00	\$0.00	\$0.00			\$304,203.14	\$0.00	\$0.00	-\$134.80	\$14.42	\$0.00
Fee Payment	08-18-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00		\$305,174.14	\$0.00	\$0.00	-\$134.80	\$15.42	\$0.00
Web Print Fee	08-18-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,174.14	\$0.00	\$0.00	-\$134.80	\$16.42	\$0.00
Late Fee Assessed	08-17-2008		\$10.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.42		\$305,174.14	\$0.00	\$0.00	-\$134.80	\$16.42	\$0.00
Payment	08-15-2008	02-01-2008	\$1,048.41	-\$1,071.46	\$1,119.89	\$0.00	\$0.00	\$0.00			\$305,174.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	08-15-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00		\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Web Print Fee	08-15-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,169.14	\$0.00	\$0.00	-\$134.80	\$1.00	\$0.00
Payment	08-10-2008	01-04-2008	\$1,000.00	-\$1,000.00	\$1,148.49	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	08-10-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00		\$305,167.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Web Print Fee	08-10-2008		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,167.14	\$0.00	\$0.00	-\$134.80	\$1.00	\$0.00
Refinement Payment	02-14-2007	01-01-2007	\$90.40	\$0.00	\$4.40	\$1.00	\$0.00	\$0.00			\$305,167.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	02-14-2007	12-01-2006	\$1,070.00	-\$1,087.19	\$1,170.00	\$0.00	\$0.00	\$0.00			\$305,167.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	02-14-2007		\$99.40	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	-\$99.40		\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Fee Payment	02-14-2007		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00		\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Web Print Fee	02-14-2007		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00		\$305,169.14	\$0.00	\$0.00	-\$134.80	\$1.00	\$0.00
Refinement Payment	01-15-2007	01-01-2007	\$99.40	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	01-15-2007	12-01-2006	\$1,000.00	-\$1,047.41	\$1,115.90	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	01-04-2007	01-01-2007	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	01-04-2007	10-01-2006	\$99.40	-\$1,047.41	\$1,115.90	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	09-09-2007	09-01-2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	09-09-2007	08-01-2007	\$99.40	-\$1,047.41	\$1,115.90	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Late Fee Assessed	09-17-2007		\$49.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.70		\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	08-10-2007	08-01-2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	08-10-2007	07-01-2007	\$99.40	-\$1,087.19	\$1,170.00	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	06-14-2007	04-01-2007	\$99.40	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	06-14-2007	05-01-2007	\$99.40	-\$1,171.46	\$1,148.49	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	05-01-2007	04-01-2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	05-01-2007	04-01-2007	\$99.40	-\$1,171.46	\$1,148.49	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Refinement Payment	03-19-2007	03-01-2007	\$99.40	-\$1,163.82	\$1,137.82	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	03-19-2007	04-01-2007	\$99.40	-\$1,123.24	\$1,128.24	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	03-13-2007	03-01-2007	\$99.40	-\$1,113.13	\$1,113.06	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	03-11-2007	02-01-2007	\$99.40	-\$1,070.00	\$1,070.24	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Payment	03-01-2007	03-01-2007	\$99.40	-\$1,071.46	\$1,065.44	\$0.00	\$0.00	\$0.00			\$305,169.14	\$0.00	\$0.00	-\$134.80	\$0.00	\$0.00
Principal Setup	05-01-2007		\$267,966.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$267,966.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Exhibit “C”

Account Information

**For statement questions,
please call Customer Service at
1.800.781.7399**

08/01/13 Payment Options

Payment Amount

Total Amount Due

After 08/16/13 please pay: (3)

Additional Information

1

2

3

Transactions Since Last Statement

Important Messages

(D) **Principal/Deferred Interest** Positive amounts in this section mean the loan balance has decreased. Negative amounts in this section mean the monthly interest due was not satisfied with the last payment resulting in an increased loan balance.

Payment Summary

Payment Options:	Minimum Payment	Interest Only	Fully Amortized	15 - Year Amortized
Total Payments Due: After 08/16/13	\$9,774.78 \$9,856.24	N/A	N/A	N/A
Total Amount Due: After 08/16/13	\$10,093.70 \$10,175.16			

Exhibit “D”

Law Office
Ronald H. Freshman, Esq.

3040 Skycrest Drive
Fallbrook, CA 92028
Office 858-756-8288
Fax 206-424-0744
ronfreshman@gmail.com

Date: July 29, 2013

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
Attention: James Hougham
Default Escalation Specialist
2900 Esperanza Crossing
Austin, TX 78758

Via: U.S. Mail - Certificate of Mailing

Re: OCC Case Number 02903715
Anthony P. Dicus
Purported Loan #3002357204

Correspondence received; dated July 24, 2013
Address: 5950 La Castana Way
Sacramento, CA 95823

DISPUTE OF DEBT

Dear Mr. Hougham:

This letter is in response to the letter we received from you dated July 24, 2013 regarding our client, Mr. Dicus' and his complaint filed with the OCC.

Your letter contains misstated facts and ignores bankruptcy court orders.

Contrary to the information provided in your letter, you have misapplied Mr. Dicus' payments in contravention of the U.S. Bankruptcy Court order and Chapter 13 discharge of Mr. Dicus' debts which include satisfaction of all arrearages you claim remain delinquent.

Pursuant to said order, Mr. Dicus' arrearages and payments were deemed by the Court to be current as of July 20, 2012 (see enclosure).

By your own records, subsequent to said order, you received the following:

1. 08-15-2012 - \$1,148.62, claiming a due date of 04-01-2012;
2. 08-15-2012 - \$1,629.13, claiming a due date of 05-01-2012;
3. 10-01-2012 - \$1,629.13, claiming a due date of 06-01-2012;
4. 11-01-2012 - \$1,629.13, claiming a due date of 07-01-2012;
6. 12-04-2012 - \$1,629.13, claiming a due date of 08-01-2012;
7. 12-26-2012 - \$1,629.13, claiming a due date of 09-01-2012;
8. 01-23-2012 - \$1,629.13, claiming a due date of 10-01-2012;
9. 03-04-2013 - \$1,629.13, claiming a due date of 11-01-2012;
10. 04-03-2013 - \$1,629.13, claiming a due date of 12-01-2012;
11. 04-29-2013 - \$1,629.13, claiming a due date of 01-01-2013;
12. 05-28-2013 - \$1,629.13, claiming a due date of 02-01-2013; which is the last

payment on your schedule (sent), due to OWB's refusal to accept Mr. Dicus' June payment, claiming it was not enough to "BRING YOUR LOAN CURRENT" (See enclosure).

From the July 20, 2012 order, in which the Court ruled Mr. Dicus' payments were current and arrearages paid, through May 1st of your schedule, 10 payments were due to be paid and 11 payments have been paid. In fact, you have been overpaid based on on your own schedule and the Court order. OWB has misapplied all Mr. Dicus' payments since.

All your junk fees, late fees and such have been illegally added; the only payment not on your schedule, Mr. Dicus also paid timely but OWB refused to accept it when paid (see enclosure.)

We are attempting to correct your records but you continue to allege Mr. Dicus is delinquent and in "default" when he is not.

Find enclosed the "MOTION TO DEEM CURRENT" and resulting "CIVIL MINUTE ORDER" which discharged and satisfied all payments to OWB as of July 20, 2012.

Please confirm in writing and rectify your accounting mistakes and misapplication of Mr. Dicus' payments; remove any and all late payment and "junk" fees; and correct any erroneous corresponding credit reporting information provided to all three repositories.

Let us know if you are incapable of correcting your records so we can determine if a new lawsuit needs to be filed or the bankruptcy case reopened to address OWB's violation and contempt of the bankruptcy discharge injunction.

Mr. Dicus has incurred and continues to incur, far too many legal fees he should not have to, merely because of OWB's accounting incompetence and refusal to comply with the Court Order.

Please advise your disposition of these issues forthwith as OWB's intimidation and infliction of emotional distress on the Dicus family is appearing to be intentional rather than merely negligent by refusing to accept Mr. Dicus' payment(s) and the constant threats to pursue foreclosing on the Dicus' home. OWB's accounting irregularities, in our view, a breach of contract (should one be determined to exist between OWB and Mr. Dicus *et al.*) and tortious.

Time is of the essence in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald H. Freshman".

Ronald H. Freshman, Esq.
Attorney for Anthony P. Dicus

Enclosures
CC: APD; OCC

This is an attempt to correct your records. Any information obtained will be used for that purpose.

Case 09-35241 Filed 10/19/12 Doc 69

1 **THE LAW OFFICES OF AARON C. KOENIG**

Aaron C. Koenig SBN 255387
2 331 J. Street, Ste 200
Sacramento, California 95814
3 Telephone: 916-443-1009

4 Attorney For Debtors

5 UNITED STATES BANKRUPTCY COURT

6 EASTERN DISTRICT OF CALIFORNIA

7 SACRAMENTO DIVISION

8 In re:) Case No.: 2009-35241-B-13J

9 ANTHONY P. DICUS) MCN: ACK-7

10 AND LILIA E. LOPEZ,) **MOTION TO DEEM CURRENT**

11 Debtors)
DATE: December 4, 2012
12 TIME: 9:32 a.m.
JUDGE: Hon. Thomas Holman
13 LOCATION: 501 I Street,
6th Floor, Courtroom 32
14 Sacramento, CA 95814

15 MOTION TO DEEM CURRENT

16 The Debtors, Anthony P. Dicus and Lilia E. Lopez, by and
17 through their attorney, Aaron C. Koenig, move this Court to
18 grant the Motion to Deem Current for post-petition amounts.
19 This motion is being filed pursuant to FRBP 3002.1

20
21 1. The Debtors filed their Chapter 13 bankruptcy case on July
22 22, 2009. The debtor's 1st Amended Plan was confirmed on
23 November 13, 2009. There were no other amended or modified
24 plans filed or confirmed.
25

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1 2. Pursuant to the confirmed plan, the debtor's classified the
2 holder of their first mortgage as a Class 1 Claim. The monthly
3 contract installment was listed at \$1,148.62. See Exhibit A.

4 3. On October 5, 2009 the holder of the 1st mortgage filed a
5 claim listing the monthly contract installment to be \$1,148.62.
6 See Exhibit B.

7 4. The debtor has made every payment required under the Plan
8 and made his last payment on July 25, 2012. On August 1, 2012
9 the trustee issued a notice of completed plan payments stating
10 that the debtor has made every payment required under the plan.
11 See Exhibit C

12 5. On September 11, 2012, the trustee filed a Notice of Final
13 Cure Mortgage Payment. On October 1, 2012, the holder of the 1st
14 mortgage filed a response to the final cure payment and stated
15 that the debtor was not current on his ongoing monthly mortgage
16 statement and owed \$8,780.90 in post-petition payments. On the
17 creditors response the ongoing monthly mortgage payment is
18 listed at \$1,629.13. See Exhibit D

19 6. Pursuant to FRBP 3002.1(h), on motion by the debtor or the
20 trustee "the Court shall, after notice and hearing" determine
21 whether the debtor has cured the default and paid all required
22 post petition amounts."

23 7. In our case the debtor has satisfied his burden in proving
24 that he has paid all post-petition amounts. First, the Plan and
25 the 1st filed claim both state that the ongoing monthly mortgage
payment is \$1,148.62. Second, the trustee has issued a notice
that all payments that have been required have been made.

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1 Third, the holder of the 1st deed of trust has not filed any
2 statement with the court or mailed to the trustee any notice
3 that the mortgage payment has increased. Pursuant to FRBP
4 3002.1(b), a creditor is required to file with the court and
5 serve upon the trustee when there has been any change in the
6 payment amount no later than 21 days before the payment is due.
7 In our case, no such document was ever filed with the court and
8 attached as a document to the original filed claim.

8 8. Therefore, since the debtor has made all of the required
9 post-petition payments according to the creditors filed claim
10 and no notice was ever given to the trustee or the court
11 regarding a change in the payment amount, the court should deem
12 the debtor current on all post-petition amounts.

13 WHEREFORE, the Debtor respectfully requests that the Court
14 enter an order that the debtor has paid all post-petition
15 amounts that were required.

16 Dated: October 18, 2012

17
18 THE LAW OFFICES OF AARON C. KOENIG

19 BY: /s/Aaron C. Koenig
20 Aaron C. Koenig
21 Attorney for Debtor
22
23
24
25

Case 09-35241 Filed 12/10/12 Doc 78
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
CIVIL MINUTE ORDER

Case Title :	Anthony P. Dicus and Lilia E. Lopez	Case No :	09-35241 – B – 13J
		Date :	12/4/12
		Time :	09:32
Matter :	[69] – Motion/Application to Deem Current [ACK-7] Filed by Debtor Anthony P. Dicus, Joint Debtor Lilia E. Lopez (msts)		
Judge :	Thomas Holman		
Courtroom Deputy :	Sheryl Arnold		
Reporter :	Diamond Reporters		
Department :	B		

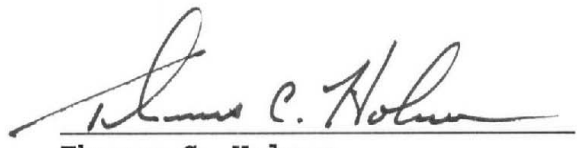
APPEARANCES for :
Movant(s) :
Respondent(s) :

CIVIL MINUTE ORDER

The matter was unopposed. The court made the following ruling without findings.

IT IS ORDERED that the motion is granted. Pursuant to Fed. R. Bankr. P. 3002.1(h), the court finds that as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors have cured the pre-petition default owed to and have paid all required ongoing monthly post-petition payments that came due during the term of the confirmed plan to secured creditor OneWest Bank, FSB. Except as so ordered, the motion is denied.

Dated: December 10, 2012


Thomas C. Holman
United States Bankruptcy Judge

IndyMac Mortgage Services, a division of OneWest Bank, FSB

Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

July 10, 2013

Anthony P Dicus
5950 LA Castana Way
Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount submitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 8227.11

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "IndyMac Mortgage Services" and mail it to the following address:

IndyMac Mortgage Services, A Division of OneWest Bank
PO Box 4045
Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7199 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services. For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fo>, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure:
IndyMac Mortgage Services, a division of OneWest Bank, FSB has a number of programs designed to help borrowers who are struggling to make their mortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com. We look forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department
IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

ENDORSE HERE

X

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*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



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Security Features	Descriptions / Fraud Indicators
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Microprinting	Reduced lines of type on front side of check appear as a solid line until viewed under magnification.
Chemical Sensation	Colored stain(s) on either or both sides of check indicate possible chemical alteration.
Invisible Fluorescent Markers	Invisible markers on surface of check become visible under UV light.
Toner Retention Treatment	Ink is bonded to surface of check. Surface disturbance indicates possible alteration.
Advisory Icon	Icon located on face of check that alerts holder that the document contains security features.

IndyMac Mortgage Services, Inc. *REC'd 7/15/13*
 P.O. Box 4845 • Kalamazoo, MI 49003-4845

PRE-SORTED
FIRST CLASS



27 EAG-GHB 95823



CHASE

CHASE ONLINE BILL PAYMENT
 PO BOX 18844
 WILMINGTON, DE 19860-8844
 (800) 472-6296

Apply to Acct 3002357204

ANTHONY DICUS
 9900 LA CASTANA WAY
 SACRAMENTO, CA 95823-5821

264118208

25-31940

06-28-2013



Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 13/100 *5/2*

Dollars



To
 the
 Order
 of

00494 BPC 001 018 13078 • 264118208 24 OF 24
 INDI-MAC MORTGAGE SERVICES
 PO BOX 78826
 PHOENIX, AZ 85062-8826

\$1,629.13



Check Valid After 90 Days

Cheryl J. Maurer

JPMorgan Chase Bank, N.A. Columbia, Ohio

264118208 00440000370

658533013

Exhibit “16”

Law Office
Ronald H. Freshman, Esq.

3040 Skycrest Drive
Fallbrook, CA 92028
Office 858-756-8288
Fax 206-424-0744
ronfreshman@gmail.com

Date: July 29, 2013

IndyMac Mortgage Services,
a division of OneWest Bank, FSB
Attention: James Hougham
Default Escalation Specialist
2900 Esperanza Crossing
Austin, TX 78758

Via: U.S. Mail - Certificate of Mailing

Re: OCC Case Number 02903715
Anthony P. Dicus
Purported Loan #3002357204

Correspondence received; dated July 24, 2013
Address: 5950 La Castana Way
Sacramento, CA 95823

DISPUTE OF DEBT

Dear Mr. Hougham:

This letter is in response to the letter we received from you dated July 24, 2013 regarding our client, Mr. Dicus' and his complaint filed with the OCC.

Your letter contains misstated facts and ignores bankruptcy court orders.

Contrary to the information provided in your letter, you have misapplied Mr. Dicus' payments in contravention of the U.S. Bankruptcy Court order and Chapter 13 discharge of Mr. Dicus' debts which include satisfaction of all arrearages you claim remain delinquent.

Pursuant to said order, Mr. Dicus' arrearages and payments were deemed by the Court to be current as of July 20, 2012 (see enclosure).

By your own records, subsequent to said order, you received the following:

1. 08-15-2012 - \$1,148.62, claiming a due date of 04-01-2012;
2. 08-15-2012 - \$1,629.13, claiming a due date of 05-01-2012;
3. 10-01-2012 - \$1,629.13, claiming a due date of 06-01-2012;
4. 11-01-2012 - \$1,629.13, claiming a due date of 07-01-2012;
6. 12-04-2012 - \$1,629.13, claiming a due date of 08-01-2012;
7. 12-26-2012 - \$1,629.13, claiming a due date of 09-01-2012;
8. 01-23-2012 - \$1,629.13, claiming a due date of 10-01-2012;
9. 03-04-2013 - \$1,629.13, claiming a due date of 11-01-2012;
10. 04-03-2013 - \$1,629.13, claiming a due date of 12-01-2012;
11. 04-29-2013 - \$1,629.13, claiming a due date of 01-01-2013;
12. 05-28-2013 - \$1,629.13, claiming a due date of 02-01-2013; which is the last

payment on your schedule (sent), due to OWB's refusal to accept Mr. Dicus' June payment, claiming it was not enough to "BRING YOUR LOAN CURRENT" (See enclosure).

From the July 20, 2012 order, in which the Court ruled Mr. Dicus' payments were current and arrearages paid, through May 1st of your schedule, 10 payments were due to be paid and 11 payments have been paid. In fact, you have been overpaid based on on your own schedule and the Court order. OWB has misapplied all Mr. Dicus' payments since.

All your junk fees, late fees and such have been illegally added; the only payment not on your schedule, Mr. Dicus also paid timely but OWB refused to accept it when paid (see enclosure.)

We are attempting to correct your records but you continue to allege Mr. Dicus is delinquent and in "default" when he is not.

Find enclosed the "MOTION TO DEEM CURRENT" and resulting "CIVIL MINUTE ORDER" which discharged and satisfied all payments to OWB as of July 20, 2012.

Please confirm in writing and rectify your accounting mistakes and misapplication of Mr. Dicus' payments; remove any and all late payment and "junk" fees; and correct any erroneous corresponding credit reporting information provided to all three repositories.

Let us know if you are incapable of correcting your records so we can determine if a new lawsuit needs to be filed or the bankruptcy case reopened to address OWB's violation and contempt of the bankruptcy discharge injunction.

Mr. Dicus has incurred and continues to incur, far too many legal fees he should not have to, merely because of OWB's accounting incompetence and refusal to comply with the Court Order.

Please advise your disposition of these issues forthwith as OWB's intimidation and infliction of emotional distress on the Dicus family is appearing to be intentional rather than merely negligent by refusing to accept Mr. Dicus' payment(s) and the constant threats to pursue foreclosing on the Dicus' home. OWB's accounting irregularities, in our view, a breach of contract (should one be determined to exist between OWB and Mr. Dicus *et al.*) and tortious.

Time is of the essence in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald H. Freshman".

Ronald H. Freshman, Esq.
Attorney for Anthony P. Dicus

Enclosures
CC: APD; OCC

This is an attempt to correct your records. Any information obtained will be used for that purpose.

Case 09-35241 Filed 10/19/12 Doc 69

1 **THE LAW OFFICES OF AARON C. KOENIG**

Aaron C. Koenig SBN 255387
2 331 J. Street, Ste 200
Sacramento, California 95814
3 Telephone: 916-443-1009

4 Attorney For Debtors

5 UNITED STATES BANKRUPTCY COURT

6 EASTERN DISTRICT OF CALIFORNIA

7 SACRAMENTO DIVISION

8 In re:) Case No.: 2009-35241-B-13J

9 ANTHONY P. DICUS) MCN: ACK-7

10 AND LILIA E. LOPEZ,) **MOTION TO DEEM CURRENT**

11 Debtors)
DATE: December 4, 2012
12 TIME: 9:32 a.m.
JUDGE: Hon. Thomas Holman
13 LOCATION: 501 I Street,
6th Floor, Courtroom 32
14 Sacramento, CA 95814

15 MOTION TO DEEM CURRENT

16 The Debtors, Anthony P. Dicus and Lilia E. Lopez, by and
17 through their attorney, Aaron C. Koenig, move this Court to
18 grant the Motion to Deem Current for post-petition amounts.
19 This motion is being filed pursuant to FRBP 3002.1

20
21 1. The Debtors filed their Chapter 13 bankruptcy case on July
22 22, 2009. The debtor's 1st Amended Plan was confirmed on
23 November 13, 2009. There were no other amended or modified
24 plans filed or confirmed.
25

Case 09-35241 Filed 10/19/12 Doc 69

1 2. Pursuant to the confirmed plan, the debtor's classified the
2 holder of their first mortgage as a Class 1 Claim. The monthly
3 contract installment was listed at \$1,148.62. See Exhibit A.

4 3. On October 5, 2009 the holder of the 1st mortgage filed a
5 claim listing the monthly contract installment to be \$1,148.62.
6 See Exhibit B.

7 4. The debtor has made every payment required under the Plan
8 and made his last payment on July 25, 2012. On August 1, 2012
9 the trustee issued a notice of completed plan payments stating
10 that the debtor has made every payment required under the plan.
11 See Exhibit C

12 5. On September 11, 2012, the trustee filed a Notice of Final
13 Cure Mortgage Payment. On October 1, 2012, the holder of the 1st
14 mortgage filed a response to the final cure payment and stated
15 that the debtor was not current on his ongoing monthly mortgage
16 statement and owed \$8,780.90 in post-petition payments. On the
17 creditors response the ongoing monthly mortgage payment is
18 listed at \$1,629.13. See Exhibit D

19 6. Pursuant to FRBP 3002.1(h), on motion by the debtor or the
20 trustee "the Court shall, after notice and hearing" determine
21 whether the debtor has cured the default and paid all required
22 post petition amounts."

23 7. In our case the debtor has satisfied his burden in proving
24 that he has paid all post-petition amounts. First, the Plan and
25 the 1st filed claim both state that the ongoing monthly mortgage
payment is \$1,148.62. Second, the trustee has issued a notice
that all payments that have been required have been made.

Case 09-35241 Filed 10/19/12 Doc 69

1 Third, the holder of the 1st deed of trust has not filed any
2 statement with the court or mailed to the trustee any notice
3 that the mortgage payment has increased. Pursuant to FRBP
4 3002.1(b), a creditor is required to file with the court and
5 serve upon the trustee when there has been any change in the
6 payment amount no later than 21 days before the payment is due.
7 In our case, no such document was ever filed with the court and
8 attached as a document to the original filed claim.

8 8. Therefore, since the debtor has made all of the required
9 post-petition payments according to the creditors filed claim
10 and no notice was ever given to the trustee or the court
11 regarding a change in the payment amount, the court should deem
12 the debtor current on all post-petition amounts.

13 WHEREFORE, the Debtor respectfully requests that the Court
14 enter an order that the debtor has paid all post-petition
15 amounts that were required.

16 Dated: October 18, 2012

17
18 THE LAW OFFICES OF AARON C. KOENIG

19 BY: /s/Aaron C. Koenig
20 Aaron C. Koenig
21 Attorney for Debtor
22
23
24
25

Case 09-35241 Filed 12/10/12 Doc 78
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
CIVIL MINUTE ORDER

Case Title :	Anthony P. Dicus and Lilia E. Lopez	Case No :	09-35241 – B – 13J
		Date :	12/4/12
		Time :	09:32
Matter :	[69] – Motion/Application to Deem Current [ACK-7] Filed by Debtor Anthony P. Dicus, Joint Debtor Lilia E. Lopez (msts)		
Judge :	Thomas Holman		
Courtroom Deputy :	Sheryl Arnold		
Reporter :	Diamond Reporters		
Department :	B		

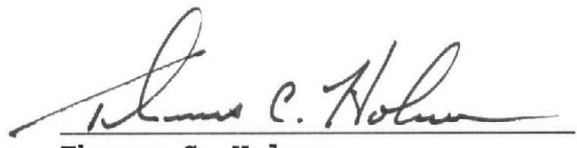
APPEARANCES for :
Movant(s) :
Respondent(s) :

CIVIL MINUTE ORDER

The matter was unopposed. The court made the following ruling without findings.

IT IS ORDERED that the motion is granted. Pursuant to Fed. R. Bankr. P. 3002.1(h), the court finds that as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors have cured the pre-petition default owed to and have paid all required ongoing monthly post-petition payments that came due during the term of the confirmed plan to secured creditor OneWest Bank, FSB. Except as so ordered, the motion is denied.

Dated: December 10, 2012


Thomas C. Holman
United States Bankruptcy Judge

IndyMac Mortgage Services, a division of OneWest Bank, FSB

Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

July 10, 2013

Anthony P Dicus
5950 LA Castana Way
Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount submitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 8227.11

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "IndyMac Mortgage Services" and mail it to the following address:

IndyMac Mortgage Services, A Division of OneWest Bank
PO Box 4045
Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7199 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services. For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fo>, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure: IndyMac Mortgage Services, a division of OneWest Bank, FSB has a number of programs designed to help borrowers who are struggling to make their mortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com. We look forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department
IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

ENDORSE HERE

X

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*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



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Microprinting	Reduced form of type on front side of check appear as a solid line until viewed under magnification.
Chemical Sensation	Colored stain(s) on either or both sides of check indicate possible chemical alteration.
Invisible Fluorescent Mark	Invisible Mark on surface of check become visible under UV light.
Color Retention Treatment	Ink is bonded to surface of check. Surface discoloration indicates possible alteration.
Adhesive Seal	Seal located on face of check that alerts holder that the document contains security features.

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 P.O. Box 4845 • Kalamazoo, MI 49003-4845

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FIRST CLASS



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CHASE

CHASE ONLINE BILL PAYMENT
 PO BOX 18844
 WILMINGTON, DE 19805-8844
 (800) 472-6296

Apply to Acct 3002357204

ANTHONY DICUS
 9900 LA CASTANA WAY
 SACRAMENTO, CA 95823-5821

264118208

25-31940

06-28-2013



Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 13/100 *5/2*

Dollars



To
 the
 Order
 of

00494 BPO 001 018 13078 • 264118208 24 OF 24
 INDIAMAC MORTGAGE SERVICES
 PO BOX 78826
 PHOENIX, AZ 85062-8826

\$1,629.13



Check Valid After 90 Days

Cheryl J. Maurer

JPMorgan Chase Bank, N.A. Columbia, Ohio

264118208 00440000370

658533013

Exhibit “17”

IndyMac Mortgage Services, a division of OneWestBank[®], FSB
 P.O. Box 4045 • Kalamazoo, MI 49003-4045

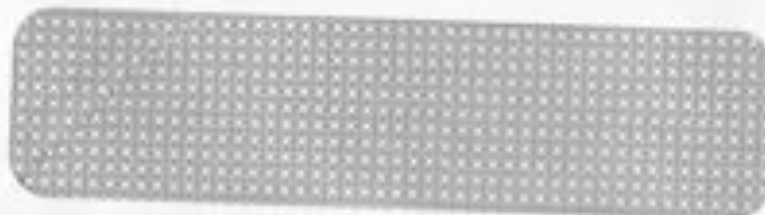
4907L RT INDY 402 • 08/07/2013

PRESTIGE
 FIRST CLASS



92 10 \$ 00.40⁵
 000200926T AUG 08 2013
 MAILED FROM ZIP CODE 49012

Rec'd 8/10/13



95 CDD-GHB 95623



CHASE

CHASE ONLINE BILL PAYMENT
 PO BOX 15944
 WILMINGTON DE 19850-5944
 (800) 472-6238

Apply to Acct: 3002357204

ANTHONY DOLIS
 5550 LA CASTANA WAY
 SACRAMENTO CA 95825-6821

T 8/10/13

268744140

25-28403

07-26-2013



Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 13/100

Dollars



00440 BPC 001 010 13087 • 268744140 05-01-24
 INDYMAC MORTGAGE SERVICES
 PO BOX 78626
 PHOENIX AZ 85062-6826

To
 the
 Order
 of

\$1,629.13



Check Void After 90 Days

Anthony Dolis

JP Morgan Chase Bank, N.A. Columbus, Ohio

⑈ 268744140⑈ ⑆064000037⑆

⑆58537013⑆

ENDORSE HERE

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Chemical Sensitization	Colored mark(s) on either or both sides of check indicate possible chemical alteration.
Invisible Fluorescent Fibers	Invisible fibers on surface of check become visible under UV light.
Color-Resistant Treatment	Ink is bonded to surface of check. Surface disturbance indicates possible alteration.
Security Scan	Scan located on back of check that alerts holder if the document contains security features.

IndyMac Mortgage Services, a division of OneWest Bank[®] FSB

Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

August 05, 2013

Anthony P Dicus
5950 LA Castana Way
Sacramento CA 95833 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount submitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 3937.70

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "IndyMac Mortgage Services" and mail it to the following address:

IndyMac Mortgage Services, A Division of OneWest Bank
PO Box 4045
Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 9:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services.

For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fo>, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure: IndyMac Mortgage Services, a division of OneWest Bank, FSB has a number of programs designed to help borrowers who are struggling to make their mortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com. We look forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department
IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Exhibit “18”

IndyMac Mortgage Services
a Division of One West Bank @
PO Box 9042
San Jose, CA 95128-9042



PR) (S)RT
First-Class Mail
U.S. Postage and
Fees Paid
WSD

Send Payments to:
Holiday Mortgage Services
a Division of One West Bank n.
PO Box 4045
Kalamazoo, MI 49003-4045

2019-2020-72

ANTHONY DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

rec'd 8/12/13



Home Loan Servicing
6900 Bascom Drive
Kalamazoo, MI 49009

08/07/2013

ANTHONY DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

RE: Loan Number: 3002357204
Property Address: 5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Dear ANTHONY DICUS:

We would like to assess your financial situation and explore potential options that may be available to you to avoid foreclosure. Please contact us as soon as possible for this purpose.

You may contact us by phone toll-free at 1-877-908-4357 during business hours to discuss potential options for avoiding foreclosure. Our representatives will be available to speak to you if you call this toll-free number during business hours.

You may also obtain homeowner counseling by calling 1-800-569-4287 toll-free to receive a list of HUD-certified housing counseling agencies in your area.

Additional resources are available to you at our web site at the following link:

<http://www.owb.com/PaymentAssist/>

Please contact us to assess your financial situation and explore potential options that may be available to you to avoid foreclosure.

Sincerely,

IndyMac Mortgage Services, a division of OneWest Bank, FSB
Loan Resolution



This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

OneWest Bank

08714 31490

rec'd
8/12/13

IndyMac Mortgage Services
a Division of One West Bank ®
PO Box 9042
Tulare, CA 92589-0042

Send Payments to:
IndyMac Mortgage Services
a Division of One West Bank ®
PO Box 4045
Kalamazoo, MI 49003-4045

Send Correspondence to:
IndyMac Mortgage Services
a Division of One West Bank ®
PO Box 4045
Kalamazoo, MI 49003-4045



2275431491

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

20130808-72

LILIA E DICUS
6650 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

rec'd 8/12/13

She's not on the
loan ... why is she
getting anything anyway?



Rec'd
8/12/13

Exhibit “19”

IndyMac Mortgage Services, a Division of OneWest Bank[®] FSB

Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

September 04, 2013

Anthony P. Dicus
5950 LA Castana Way
Sacramento CA 95823 0000

rec'd 9/7/13

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount submitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 11648.29

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "IndyMac Mortgage Services" and mail it to the following address:

IndyMac Mortgage Services, A Division of OneWest Bank
PO Box 4045
Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7199 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services. For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fo>, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure:
IndyMac Mortgage Services, a division of OneWest Bank, FSB has a number of programs designed to help borrowers who are struggling to make their mortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com. We look forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department
IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



CHASE ONLINE BILL PAYMENT
PO BOX 15944
WILMINGTON DE 19850-5944
(800) 472-6236

Apply to Acct 3002357204
ANTHONY DIORIS
9950 LA CASTANA WAY
SACRAMENTO CA 95829-0421

273781521

25-31443

08-26-2013

T8/30



Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 13/100

Dollars



\$1,629.13

To
the
Order
of

007188PC 001 018 10008 - 273781521 34 OF 34
INDYMAC MORTGAGE SERVICES
PO BOX 78806
PHOENIX AZ 85062-8826



Check Void After 90 Days

JPMorgan Chase Bank, N.A. Columbus, Ohio

⑆273781521⑆ ⑆044000037⑆

658533013⑆

Exhibit “20”

IndyMac Mortgage Services, a division of OneWest Bank, FSB

Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

September 27, 2013

Anthony F. Dicus
5950 LA Castana Way
Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount submitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 11729.75

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "Indymac Mortgage Services" and mail it to the following address:

Indymac Mortgage Services, A Division of OneWest Bank
PO Box 4045
Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services. For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fc>, or call the toll-free housing counseling telephone referral service at 1.800.549.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure: IndyMac Mortgage Services, a division of OneWest Bank, FSB has a number of programs designed to help borrowers who are struggling to make their mortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com. We look forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department
IndyMac Mortgage Services, a Division of OneWest Bank, FSB

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IndyMac Mortgage Services, a division of IndyMac Bank, FSB

P.O. Box 4045 • Kalamazoo, MI 49003-4045

09-30-28134

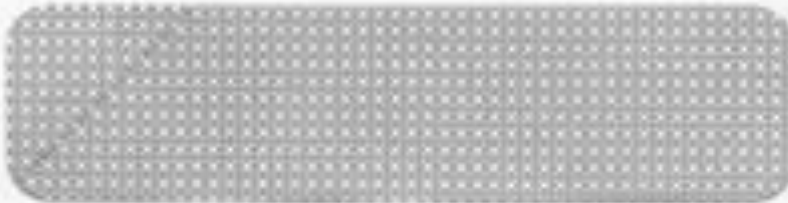
FIRST CLASS

09/27/2013

US POSTAGE \$000.4

ZIP 49003
041612003

Rec'd 10/3/13



66 1AG-CHB 96823

**CHASE**CHASE ONLINE BILL PAYMENT
PO BOX 15844
WILMINGTON DE 19850-5844
(800) 472-6236

Apply to Ref # 3002357204

ANTHONY DELOS
1800 LA CASTANA WAY
SACRAMENTO CA 95823-6821

278219787

25-31440

09-23-2013



Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 13/100

Dollars

To
the
Order
of6072 BPC 001 518 13096 - 278219787 P OF 24
INDYMAC MORTGAGE SERVICES
PO BOX 78626
PHOENIX AZ 85062-6826**\$1,629.13**

Check Valid After 90 Days

Cheryl J. Marnella

JPMorgan Chase Bank, N.A. Columbus, Ohio

⑈ 278219787⑈ ⑆044000037⑆

658533013⑈

3

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONAL USE*

sediment: 0.4-0.45 0.20

*FEDERAL RESERVE BOARD OF GOVERNORS REG. NO.

Listed below are the security features provided in the document which meet and/or exceed industry guidelines.

Security Features: Security Assessment	Decorations / Fixed Indications Inkfast, white residue ink residue when held at an angle, viewed under UV light, or rubbed with coin
Watermarking	Reduced loss of type on front sides of check appear as a solid line and viewed under magnification.
Chemical Identification	Colored sheet(s) on either or both sides of check contains possible chemical alteration
Invisible Fluorescent Pigment	Invisible fluorescent surface of check appears yellow under UV light.
Fluor Retention Treatment	Ink is located on surface of check. Surface discolorance indicates possible alteration.
Advisory Stamp	Type located on back of check that clearly identifies the document contains security features.

Exhibit “21”

IndyMac Mortgage Services, a Division of OneWest Bank[®] FSB

Home Loan Servicing • P.O. Box 4045 • Kalamazoo, MI 49003-4045

September 04, 2013

Anthony P. Dicus
5950 LA Castana Way
Sacramento CA 95823 0000

rec'd 9/7/13

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount submitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 11648.29

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "IndyMac Mortgage Services" and mail it to the following address:

IndyMac Mortgage Services, A Division of OneWest Bank
PO Box 4045
Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7199 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services. For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fo>, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

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Respectfully,

Loan Resolution Department
IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



CHASE ONLINE BILL PAYMENT
PO BOX 15944
WILMINGTON DE 19850-5944
(800) 472-6236

Apply to Acct 3002357204
ANTHONY DIOS
9950 LA CASTANA WAY
SACRAMENTO CA 95829-0421

273781521

25-31443

08-26-2013

T8/30



Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 13/100

Dollars



\$1,629.13

To
the
Order
of

007188PC 001 018 10008 - 273781521 34 OF 34
INDYMAC MORTGAGE SERVICES
PO BOX 78806
PHOENIX AZ 85062-8826



Check Void After 90 Days

JPMorgan Chase Bank, N.A. Columbus, Ohio

⑆273781521⑆ ⑆044000037⑆

658533013⑆

Exhibit “22”

IndyMac Mortgage Services,
a division of OneWest Bank[®], FSB
4900 Executive Drive • Kalamazoo, MI 49001

October 17, 2013

#BXNDXCT
#6684027532003103#

ANTHONY P DICUS
1000 LA CASTANA WAY
SACRAMENTO CA 95823-9621

MORTGAGE LOAN NUMBER: 3002357204
PROPERTY ADDRESS: 1000 La Castana Way
Sacramento CA 95823

Your Adjustable Rate Mortgage is scheduled for an interest rate and payment change.

Your new minimum payment will be effective on December 01, 2013.

As per the terms of your note, your interest rate may have changed each month. Below is a history of interest rate changes that have occurred since the last payment change.

Interest and Index History

Payment Effective Date	Interest Rate	Index	Margin	Minimum Monthly Payment
12/13	4.00000%	0.14400%	3.80000%	\$1,629.13**
11/13	4.00000%	0.14900%	3.80000%	
10/13	4.00000%	0.15300%	3.80000%	
09/13	4.00000%	0.15900%	3.80000%	
08/13	4.00000%	0.16300%	3.80000%	
07/13	4.00000%	0.16900%	3.80000%	
06/13	4.00000%	0.17400%	3.80000%	
05/13	4.00000%	0.17800%	3.80000%	
04/13	4.00000%	0.17800%	3.80000%	
03/13	4.00000%	0.17500%	3.80000%	
02/13	4.00000%	0.17200%	3.80000%	
01/13	4.00000%	0.16600%	3.80000%	
12/12	4.00000%	0.16000%	3.80000%	\$1,629.13

** New principal and interest payment calculated using a projected principal balance of \$293,669.38

Minimum Payment Option

This payment is considered the minimum principal and interest payment you are required to pay under the terms of your note. Effective with your **December 01, 2013** billing statement, your minimum monthly payment will be as follows:

Principal and interest payment	\$1,629.13
Escrow payment	\$0.00
Total monthly payment	\$1,629.13

Your December 01, 2013 payment is a fully amortized payment. As your loan's interest rate may vary from month to month, this fully amortized payment amount may become insufficient to pay-off this loan at its maturity. If this occurs, any unpaid interest that is the result of the payment not sufficiently covering the interest due will be added to your balance.

The terms of your loan require that your principal and interest payment not increase or decrease by more than 7.50% from your previous principal and interest payment due to payment caps.

Amortized Principal and Interest Payment Option

For the month of December 2013, the above minimum payment amount is the same as the fully amortized principal and interest payment amount. To pay off your loan at maturity requires payment of the amortized principal and interest payment of \$1,629.13 with the total amount broken down as follows:

Principal and interest payment	\$1,629.13
Escrow payment	\$0.00
Total monthly payment	\$1,629.13

This fully amortized payment is only effective for the December 01, 2013 payment. Each future monthly interest rate change will also affect your fully amortized payment and these changes will be reflected in each billing statement.

Please note that this payment option is only available if the amortized payment amount due is at least as much as the minimum payment amount due.

Interest Only Payment Option

In addition to the Minimum Payment and Amortized Principal and Interest Payment options, you may be presented with the option to make an Interest Only Payment. Please note that this payment option is only available if the interest only amount due is at least as much as the minimum payment amount due.

If you have questions, please contact our Customer Service Department at 800.781.7399. Representatives are available Monday through Friday, from 8:00 a.m. until 9:00 p.m. (Eastern Time).

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for information purposes.

Exhibit “23”

Anthony Dicus 5950 La Castana Way Sacramento, Ca 95823 916-395-2326

November 6, 2013

Oowen Loan Servicing, LLC
Attn: Customer Service Department
PO Box 24738
West Palm Beach, FL 33416-4738

Re: Oowen Loan Number: 7191037055
Previous Loan Number: 3002357204
Property Address: 5950 La Castana Way
Sacramento, CA 95823

Dear Sirs:

Pursuant to your Notice of Servicing Transfer, find enclosed my first payment inclusive of:

1. The payment purportedly due on November 1, 2013 in the amount of \$1,629.13;
2. Past payments improperly rejected by OneWest Bank, FSB d/b/a IndyMac Mortgage Services, a division of OneWest Bank®, FSB ("OWB") for the payments purportedly due on 07/01/2013, 08/01/2013, 09/01/2013, 10/01/2013 in the amount of \$1,629.13 each.

The total amount therefore enclosed is \$8145.65. This payment thus brings the purported account current.

I have also received a "Notice of Default and Election to Sell Under Deed of Trust" ("NOD") which is improper as I was not then and am not now "in default." All my payments have been paid on time since the Order during my Bankruptcy and Order on my Motion to Deem Current as ruled on 12/10/2012. This means, OWB has been in violation of the discharge injunction while continuing to collect payments OWB claims were owed during the Bankruptcy and ruled current by the Court. OWB has wrongfully added all sorts of fees for its own accounting mistakes that must be removed.

I request that you facilitate filing a rescission of the NOD in order to alleviate further legal costs that will be incurred if you refuse to wrongfully reject my payments as OWB has done.

Notice of Legal Representation

You are further notified that I am represented by legal counsel. You have my express permission to discuss in my stead, any issues related to this purported account with my attorney Ronald H. Freshman who will also be sending you a Qualified Written Request on these issues with an accounting of the servicing mistakes made by OWB.

This is an Attempt to Settle This Account

1

Anthony Dicus 5950 La Costana Way Sacramento, Ca 95823 916-395-2326

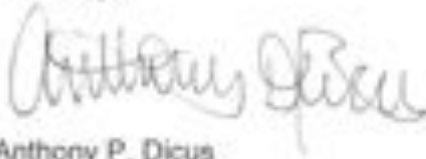
November 6, 2013

This is an Attempt to Settle This Account

I am providing this letter and payment(s) as part of settlement negotiations. Nothing contained herein may be used against me in any prejudicial way in any litigation or constitutes any admission on my part that 1) I am in default (I am not); 2) that you or anyone else is the actual "lender" or "holder" of the purported note or deed of trust allegedly executed at the time of financing the purported "loan" transaction; or that 3) you, OWB, Deutsche Bank National Trust Company as Trustee of the IndyMac INDX Mortgage Trust 2007-AR11, Mortgage Pass-Through Certificates, Series 2007-AR11 Under the Pooling and Servicing Agreement Dated April 1, 2007, have any right(s) authority(ies) or remedy(ies) under such purported note or deed of trust. I expressly reserve all rights to argue these points and others in any action against you or these other entities.

Time is of the essence in this matter.

Sincerely,



Anthony P. Dicus

Enclosures

This is an Attempt to Settle This Account

LILIA LOPEZ ANTHONY DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-9521		DATE 11/6/13	146
PAY TO THE ORDER OF <i>Ocwen</i>		\$8145.65	
<i>Eight thousand forty five and 65/100</i>			
CHASE  <i>7/1/13, 8/1/13, 9/1/13</i>			
JPMorgan Chase Bank, N.A. www.Chase.com			
LOAN # <i>7191037055</i>		<i>Anthony Dicus</i>	
⑆322271627⑆		⑆43548954⑆0146	

Anthony Dicus
5950 La Castana Way
Sacramento, Ca 95823

Ocwen Loan Servicing, LLC
Attn: Customer Service Department
PO Box 24738
West Palm Beach, FL 33416-4738



OCWEN Loan Servicing, LLC
P.O. Box 785063
Orlando, FL 32878-5063
(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

December 11, 2013

Anthony P. Dicus

5950 La Cantana Way
Sacramento, CA 95823

RE: Loan Number: 7191007055
Property Address: 5950 La Cantana Way
Sacramento, CA 95823

Dear Anthony P. Dicus :

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern: You stated that you have sent us payments in the amount of \$1,629.13 and \$8,145.65 for the month of November 2013 to make your account current and requested us to review and ensure the application of these payments to the loan.

Response: We acquired the servicing rights of the loan on November 4, 2013, from LadyMac Mortgage Servicers, with the loan due for the March 1, 2013 payment.

As per prior servicer data you had filed for Bankruptcy Chapter 13 on July 24, 2009, which was discharged on June 12, 2013.

Please note that, as per the review the response to the notice of final cure was filed on September 11, 2012 and response for the same was filed on October 1, 2012 stating the post petition due was in the amount of \$8780.90 and the due date reflecting on the loan is valid and correct.

A review of our records indicates that the funds received on November 5, 2013 and November 14, 2013, in the amount of \$1,629.13 and \$8,145.65 have been rejected and returned back to you.

Please be advised that if the loan is delinquent, we do not accept partial payments and the funds remitted towards the loan should be in the reinstatement amount, unless the loan is approved for an alternative payment option. In the event you remit a partial or uncertified payment, the same would be returned to the remitter. Accordingly the aforementioned payments were returned to the remitter.

We have submitted a request for a reinstatement quote with a good through date of December 20, 2013, to be sent to your attention. This will provide you with an itemized breakdown of the amount required to reinstate the loan. Please be advised there may be fees and expenses that are incurred, which will be assessed to the loan on a later date.

Please note that we have already updated our records to reflect Ronald H. Freshman, as authorized to receive information pertaining to the above loan.

For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (800) 746-2936.

BRCHM20131211 1

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Loan Number: 7191007055

NMLS # 1852



OCWEN Loan Servicing, LLC

P.O. Box 781063

Orlando, FL 32878-3063

(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

We trust the information provided has fully addressed your concern. Please visit our website (www.ocwen.com) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4636. You may also send written correspondence to the following address:

OCWEN Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Sincerely,

Ahmad, Emad
Research Department
OCWEN Loan Servicing, LLC

BRMADTL706111 2

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Loan Number: 7191037055

NMIS # 1852



O W E N

P.O. Box 24546
West Palm Beach, FL 33415-4546

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US POSTAGE
PAID
WEST PALM BCH FL
PERMIT NO 1346

rec'd 12/18/13

FIRST CLASS MAIL

Research response

53 KXQNP1 95823



Exhibit “24”



WWW.OCWEN.COM

November 12, 2013

PAST DUE CONTACT NOTICE

Rec'd 11/18/13



ANTHONY P. DICUS
5950 La Castana Way
SACRAMENTO CA 95823-1623



Loan Number: 7191057055
Property Address: 5950 La Castana Way, Sacramento, CA 95823-0000

Dear Borrower(s):

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA

Esta notificación es de suma importancia. Puede afectar su derecho a continuar viviendo en su casa. Si no entiende su contenido, obtenga una traducción inmediatamente o contacten ya que tenemos representantes que hablan español y están disponibles para asistir.

At Ocwen, we strive to provide service that will exceed your expectations. Having complete and accurate information is the first step in ensuring you receive this service. We are here to build a mutually beneficial relationship, rectify any problems, resolve any issues, and assist you with your needs. Therefore, we are sending you this letter to inform you that our records indicate that your mortgage loan payment due on **03/01/2013** has not yet been received, and, unfortunately, your payment is now past due.

A late charge has been assessed on your account, which will reflect in the **CURRENT AMOUNT DUE** as of 11/12/13. You are required to pay this late charge, unless you can document that the payment was made in full and on time.

ITEMIZATION OF CURRENT AMOUNT DUE

Principal and Interest Payment	\$14,662.17
Escrow Payment	\$0.00
Escrow Advances	\$0.00
Current Late Charges	\$407.30
CURRENT AMOUNT DUE	\$15,069.47

It is very important that you pay the **CURRENT AMOUNT DUE** immediately as this delinquency may result in adverse credit reporting and/or a formal demand notice for all amounts due on your loan. Payments must be made by Money Order, Check or Money Order and made payable to Ocwen Loan Servicing, LLC. Please send all payments through one of the methods below:



LATE099

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS #: 1852



WWW.OCWEN.COM

PAYMENT REMITTANCE INFORMATION (always include Loan # 7191037055 with your payment)**Money Gram**

Receive Code: 2351
City: Orlando
St. FL
Loan # 7191037055

Overnight Address

Ocwen Loan Servicing, LLC
1161 Washington Road, Suite 100
West Palm Beach, FL 33409
Attention: Collections Department

VIA Regular Mail

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

Important Notice for Customers in Colorado

Ocwen Loan Servicing, LLC maintains an office in Denver, Colorado that accepts in-person payments. For other account inquiries, please call us at (800) 746-2936 or visit our website: www.ocwen.com

Address: 1776 S. Jackson Street, #900
Denver, CO 80210
Telephone: (303) 327-8955

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon acceleration, your total obligation will be immediately due and payable without further demand.

If you are unable to make your payments, please contact our Customer Care Center immediately at **1-800-746-2936** to request a meeting with an associate to discuss mortgage assistance options and explore options to avoid foreclosure. We have enclosed a list of documentation you may want to have available before you call. Associates are available to assist you Monday to Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET.

Important Notice for Customers in Washington

You may contact the Department of Financial Institutions, the Washington State Bar Association, or the statewide civil legal aid hotline for possible assistance or referrals. Contact information for these resources is included in the Notice of Pre-Foreclosure Options enclosed with this letter.

Additionally, a HUD counseling agency may be able to provide you with assistance. To locate the HUD approved counseling agency in your area, call the HUD Housing Counseling Service at (800) 569-4287 or consult HUD's website at: www.HUD.gov.

Ocwen will work with bankruptcy lawyers, foreclosure defense lawyers, housing counselors, and other authorized representatives of our customers. However, we will only release information once your written authorization has been obtained, as required by law.

If you have the desire to remedy this situation, we want to assist you in trying to reach that goal. OCWEN would like to present you with some of the alternatives that might be available regarding your delinquent mortgage loan. While our primary objective is the collection of past due amounts on your loan, we want to work with you to find the best available alternative for you to bring your mortgage loan obligation current.

Please visit our website at www.Ocwen.com where you can review your account and enter your financial information at your convenience.

Sincerely,

Ocwen Loan Servicing, LLC



LA3186

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

10/27/13 10:11 AM 10/27/13 10:11 AM 10/27/13 10:11 AM

NMLS #: 1852



OCWEN

P.O. Box 24546
West Palm Beach, FL 33415-4546

rec'd 11/18/13

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FIRST-CLASS MAIL
U.S. POSTAGE PAID
APD
4028



ACPUVP1 95823



Exhibit “25”



OCWEN Loan Servicing, LLC
PO Box 24726
West Palm Beach, FL 33416-4726

Website: WWW.OCWEN.COM

rec'd 11/16/13

November 12, 2013

Anthony P Dicus
5950 La Castana Way
Sacramento, CA 95823

Re: INSUFFICIENT TO CURE DEFAULT
Loan Number: 7191037055

Dear Mortgagor(s):

Ocwen recently received funds for your loan in the amount of \$ 1,629.13. These funds are being returned in the same form (check, Western Union, MoneyGram, etc.) in which they were received.

These funds are being returned, as they are not sufficient to satisfy the defaulted amount of your loan and no alternative payment arrangements have been agreed to. As indicated in the Notice of Default that was previously sent to you, payments that are less than the amount required to reinstate the mortgage loan will be returned and will not stop any foreclosure proceedings that have begun.

To cure the default you must pay the full amount due. To determine the amount due or to discuss other possible alternatives that may be available to avoid a foreclosure sale, you should **contact your Home Retention Consultant immediately at (877)596-8580.**

Sincerely,

Ocwen Loan Servicing, LLC

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. If you or your account are subject to a pending bankruptcy or your obligation referenced in this statement has been discharged in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt.

NMLS01852

CHASE
CHASE ONLINE BILL PAYMENT
PO BOX 18944
WILMINGTON DE 19860-994
(800) 472-6236

Apply to: **ANTHONY D'OLIVIERO**
5909 LA CASTANA WAY
SACRAMENTO CA 95823-5621

11/05/2013 204239123
25-31440
10-28-2013

NOV 05 2013

Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 13/100 Dollars

\$1,629.13

To the Order of
00284 BPC 001 019 13001 - 284239123 18 OF 18
INDYMAC MORTGAGE SERVICES
PO BOX 76826
PHOENIX AZ 85062-8826

Check Void After 90 Days
Cheryl J. Maurer
Cheryl J. Maurer, N.A. Columbus, Ohio

⑆284239123⑆ ⑈044000037⑈ 658533013⑆

051295C2856

11/10/13
Rec'd

NOV 13 2013
\$ 000.46
U.S. POSTAGE & METS PERMIT NO. 1001
INDYMAC MORTGAGE SERVICES

PO BOX 28546
WILMINGTON, DE 19860-9946

NOV 13 2013

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONS USE*

0006836864 806 823

*FEDERAL RESERVE BOARD OF GOVERNORS/REG. CC



Listed below are the security features provided on the document which make and/or suspect money judgments.

Security Features	Description / Fraud Indicators
Security Watermark	Reflective, white watermark is visible when held at an angle, viewed under UV light, or rubbed with coin.
Microprinting	Reduced lines of type on front side of check appear as a solid line when viewed under magnification.
Chemical Sensation	Colored stamp(s) on either or both sides of check indicate possible chemical alteration.
Invisible Fluorescent Fibers	Invisible fibers on surface of check become visible under UV light.
Toner Retention Treatment	Ink is bonded to surface of check. Surface disturbance indicates possible alteration.
Address Tint	Ink located on face of check that alerts holder that the document contains security features.

Exhibit “26”



Owen Loan Servicing, LLC
www.owen.com

NAL 5.6 1552
NC Permit No. 2006



CUSTOMER CARE CENTER 1-800-744-2938

Your call may be recorded for the training and development of our associates

Account Statement

Account Number: 7191037055
Account Statement Date: 11/16/2013
Property Address:
5950 La Castana Way
Sacramento CA 95823

OPT ARM

Page 1

Special Notices



1AT 00023453806007112 1556 2 ACQY06

ANTHONY P DICUS
5950 LA CASTANA WAY
SACRAMENTO CA 95823-5621



rec'd 11/25/13

Account Information

* Current Principal Balance	298,425.11
Interest Rate	4.00000%
Next Payment Due Date	03/01/2013
Current Suspense Balance	\$15.21
Interest Paid Year-To-Date	.00
Taxes Paid Year-To-Date	.00

*This is the principal balance only, not the amount required to pay your account in full.

Details of Amount Due

Payment Options

Option**	Description	
1	Minimum Payment Due	1,113.92
	Includes principal payment of	690.23
2	Interest Only Payment	N/A
3	Fully Amortized Payment	1,113.92
	Includes principal payment of	690.23
4	15 Year Amortized Payment	3,064.41
	Includes principal payment of	2,600.72

** For additional information on each Payment

Please see the Important Messages section below.

Each Payment Option may include a Monthly Escrow Payment, Outstanding Advances, Late Charge(s), and Other Fees, if applicable.

Current Amount Due (Minimum)	
Principal	690.23
Interest	978.90
Less: Partial Payment Amount	\$15.21
Current Amount Due by 12/01/13	1,113.92
Past Due Amount (Minimum)	
Principal	\$,796.75
Interest	\$,906.44
Past Due Amounts DUE IMMEDIATELY	14,662.17
Assessed Fees/Expense Outstanding	
Late Charge(s)	407.30
Pre-Paid Service Fees	900.00
Total Fees/Expense Outstanding	907.30
Total Amount Due:	16,683.38

Recent Account Activity

Date	Description	Principal	Interest	Escrow	Optional	Late Charges	Fees/Other	Suspense	Total
11/12/13	Interest Amortization Adjustment								12,059.06
11/12/13	Interest Amortization						12,059.06		

Important Messages

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. To obtain information about your rights under the Fair Credit Reporting Act go to www.faircreditreporting.com.

continued

FOLD HERE
DETACH HERE

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT IN THE ENCLOSED ENVELOPE WITH ADDRESS LABEL.
PLEASE DETACH HERE CORRESPONDENCE WITH YOUR PAYMENT - ALWAYS WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

FOLD HERE
RETURN TO LENDER

Exhibit “27”



Ocwen Loan Servicing, LLC
1661 Worthington Road Suite 100
West Palm Beach, FL 33409

BWB.OCWEN.COM

11/21/13

rec'd 11/29/13

REINSTATEMENT QUOTE

Anthony P. Dicus
5950 La Castana Way
Sacramento CA 95823

Requestor Fax Number:
Requestor Email Address:

If your loan is past due or has recently been past due, additional fees and costs may have been incurred on your loan but not yet billed to your account. These fees and expenses, if any, will be billed to your account once they are verified and paid by Ocwen. Furthermore, if your account is past due, additional collection expenses and legal fees may be accruing.

Loan Number: 7191037035
Customer Name(s): Anthony Dicus
Property Address: 5950 La Castana Way, Sacramento, CA 95823

As Of: 12/20/13 Next Due: 01/01/14

Description	Amount
Principal Payment	6,405.96
Interest Due	9,885.34
Suspense Balance	515.21
Total Amount Due to Reinstate	\$15,776.09

If you are unable to pay the Total Amount Due to reinstate your loan, please contact our office at (877) 596-8580.

Description	Amount
Late Charge Due	488.76
Attorney Fees	300.00
BPO	145.00
Property Inspection	55.00
Total Other Amounts Outstanding and Due	\$988.76

Please make note of the other amounts due on your loan. Repayment of these amounts is not necessary to reinstate your loan at this time; however, it is required to fulfill your debt obligation under the note and the mortgage. We strongly encourage you to contact us to make payment arrangements to repay the Other Amounts Outstanding and Due by calling (800) 746-2916.

Levin Serran has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852



Ocwen Loan Servicing, LLC
1661 Worthington Road Suite 100
West Palm Beach, FL 33409

WWW.OCWEN.COM

1. If your loan is past due or has recently been past due, additional fees and costs may have already been incurred on your loan but not yet billed to your account. These fees and expenses, if any, will be billed to your account once they are verified and paid by Ocwen.
2. If your account is past due, additional collection expenses and legal fees may be accruing.
3. All checks must be made payable to Ocwen.
4. If your loan is in foreclosure, all funds must be in one of the following forms: Cashier's Check, Bank Certified Check, Title Company Check or Attorney's Escrow Check or via Wire Transfer. All other forms of payment will be returned and the reinstatement will not be processed.
5. Payment remittance information (always include Ocwen loan number with payment):

BY OVERNIGHT COURIER

Ocwen
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Reference: Ocwen Loan # 7190037855
Attention: Cashiering/HBC Payment Department

BY WIRE TRANSFER

Wells Fargo Bank, NA
San Francisco, California
ABA: 121000248
Account Name: Ocwen Loan Servicing, LLC
Account Number: 4124823352
Reference: Ocwen Loan # (Loan followed by loan #)

If you have questions regarding this reinstatement quote, please contact our Home Retention Department at

(800) 746-2936

If after speaking with our Home Retention department, you still have questions or concerns, please feel free to contact the Ocwen consumer advocate at the address above, by email at ConsumerAdvocate@ocwen.com or by phone at (800) 390-6656.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852



PO Box 24046
West Palm Beach, FL 33416-4046

via First-Class
PAID
WEST PALM BCH FL
PERMIT NO 1586

FIRST CLASS MAIL



63 JEDPHF1 95623



Exhibit “28”

MSB Default Services
PO Box 9099
Tamarac, CA 92769-8099



2278746118

PRIORITY
First-Class Mail
U.S. Postage and
Fees Paid
WSO

9434-2072
20131125-075

ANTHONY P DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Send Correspondence to
MSB Default Services
301 E. Ocean Blvd, Suite 1720
Long Beach, CA 90802



9434-2072
2278746118

CA - 30 Day HOBOR Default Letter 2013

2278946118

ANTHONY P DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823



NBS Default Services, LLC

NBS Default Services, LLC
801 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
800-566-7751

November 22, 2013

ANTHONY P DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Dear ANTHONY P DICUS,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST,

DATED 10/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT
MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE
OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的 DEED OF TRUST 于 10/26/2006 已经逾期违约。
(产权契约或抵押贷款) (日期)

除非你采取行动保护你的房产, 否则该房产将被公开出售。如果你需要了解对你的诉讼程序的性质, 应该联系一名律师。

귀하는 DEED OF TRUST 현재 날짜로 10/26/2006
(선박 문서 또는 저당권)

하에서 채무 불이행 상태입니다. 귀하의 부동산을 보호하기 위해 조치를 취하지 않는
한, 귀하의 부동산은 공매로 매각 처분될 수 있습니다. 귀하에게 취해지는 이러한 법적
절차에 대한 설명이 필요하신 경우 변호사와 상담하십시오.

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA 10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE
QUE SE VENDA EN UNA SUBASTA PÚBLICA. SI NECESITA QUE LE EXPLIQUEN LA
NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN
ABOGADO.



IKAW AY HINDI NAKABAYAD SA ILALIM NG

DEED OF TRUST

(deed of trust o mortgage)

NA MAY PETA NA 10/26/2006 MALIBAN KUNG IKAW AY KUMILOS UPANG
MAPROTEKTAHAN ANG INYONG ARI-ARIAN, MAAARI ITONG IBENTA SA
PAMAMAGITAN NG ISANG PAMPUBLIKONG PAGBEBENTA. KUNG
KINAKAILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLULITIS
LABAN SA INYO, KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG
ABOGADO.

QUY VI VI PHAM QUI DINH THEO

DEED OF TRUST

(kế ước ủy thác hoặc hợp đồng vay thế chấp mua nhà)

NGÀY 10/26/2006 TRỪ KHI QUÝ VI CÒ BIẾN PHÁP BẢO VỆ CĂN NHÀ
CỦA QUÝ VI, CĂN NHÀ CÒ THỂ ĐƯỢC BÁN TẠO MỘT BUỔI RAO BÁN CÔNG
KHAI. NẾU QUÝ VI CẦN GIẢI THÍCH VỀ TÍNH CHẤT CỦA THỦ TỤC CHÔNG LẠI
QUÝ VI, QUÝ VI NÊN LIÊN LẠC VỚI LUẬT SƯ.

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB



rec'd
11/21/13
①

INP-VP2 95623



AMS Default Services
PO Box 9099
Tombala, CA 92585-9099



2278746119

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSD

9434-2072
20131125-173

ANTHONY P DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

Send Correspondence to:
AMS Default Services
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802

rec'd
11/27/13
(2)



9434-2072
2278746119

CA - 30 Day HOBORI Default Letter 2013

0278946113

ANTHONY P DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621



NBS Default Services, LLC

NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
800.766.1771

November 22, 2013

ANTHONY P DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

Dear ANTHONY P DICUS,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST.

DATED 10/26/2006, UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的 DEED OF TRUST 于 10/26/2006 已经逾期违约。
(产权契约或抵押贷款) (日期)

除非你采取行动保护你的房产, 否则该房产将被公开出售。如果你需要了解对你的诉讼程序的性质, 应该联系一名律师。

귀하는 DEED OF TRUST 현재 날짜로 10/26/2006
(선박 증서 또는 저당권)

하에서 채무 불이행 상태입니다. 귀하의 부동산을 보호하기 위해 조치를 취하지 않는
한, 귀하의 부동산은 곧바로 매각 처분될 수 있습니다. 귀하에게 취해지는 이러한 법적
절차에 대한 설명이 필요하신 경우 변호사와 상담하십시오.

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA 10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE
QUE SE VENDA EN UNA SUBASTA PÚBLICA. SI NECESITA QUE LE EXPLIQUEN LA
NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN
ABOGADO.



IKAW AY HINDI NAKABAYAD SA ILALIM NG

DEED OF TRUST

(deed of trust o mortgage)

NA MAY PETA NA 10/26/2006 MALIBAN KUNG IKAW AY KUMILOS UPANG
MAPROTEKTAHAN ANG INYONG ARI-ARIAN, MAAARI ITONG IBENTA SA
PAMAMAGITAN NG ISANG PAMPUBLIKONG PAGBEBENTA, KUNG
KINAKAILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLILITIS
LABAN SA INYO, KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG
ABOGADO.

QUY VI VI PHAM QUI DINH THEO

DEED OF TRUST

(kể ước ủy thác hoặc hợp đồng vay thế chấp mua nhà)

NGÀY 10/26/2006 TRÚ KHI QUÝ VI CÓ BIẾN PHÁP BẢO VỆ CĂN NHÀ
CỦA QUÝ VI, CĂN NHÀ CÓ THỂ ĐƯỢC BÁN TẠO MỘT BUỔI RAO BÁN CÔNG
KHAI. NẾU QUÝ VI CẦN GIẢI THÍCH VỀ TÍNH CHẤT CỦA THỦ TỤC CHỐNG LẠI
QUÝ VI, QUÝ VI NÊN LIÊN LẠC VỚI LUẬT SƯ.

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB



rec'd 11/27/13

(2)

INP-UP2 95823



NBS Default Services
PO Box 9099
Torrance, CA 90506-9099



2278946320

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

9434-2072
20131125-173

9434-2072
20131125-173
LILIA E. DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Send Correspondence to:
NBS Default Services
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802

rec'd 11/27/13
(3)



9434-2072
2278946320

CA - 30 Day HOBOR Default Letter 2013

227898110

LILIA E. DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823



NBS Default Services, LLC

NBS Default Services, LLC
300 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
800-766-7755

November 22, 2013

LILIA E. DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Dear LILIA E. DICUS,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST.

DATED 10/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的 DEED OF TRUST 于 10/26/2006 已经逾期违约。
(产权契约或抵押贷款) (日期)

除非你采取行动保护你的房产, 否则该房产将被公开出售。如果你需要了解对你的诉讼程序的性质, 应该联系一名律师。

귀하는 DEED OF TRUST 현재 날짜로 10/26/2006
(선택 문서 또는 계약서)
하에서 채무 불이행 상태입니다. 귀하의 부동산을 보호하기 위해 조치를 취하지 않는
한, 귀하의 부동산은 공개로 매각 처분될 수 있습니다. 귀하에게 취해지는 이러한 법적
절차에 대한 설명이 필요하신 경우 변호사와 상담하십시오.

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NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN
ABOGADO.



IKAW AY HINDI NAKABAYAD SA ILALIM NG

DEED OF TRUST

(deed of trust o mortgage)

NA MAY PETA NA 10/26/2006 MALIBAN KUNG IKAW AY KUMILOS UPANG
MAPROTEKTAHAN ANG INYONG ARI-ARIAN, MAAARI ITONG IBENTA SA
PAMAMAGITAN NG ISANG PAMPUBLIKONG PAGBEBENTA. KUNG
KINAKAILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLULITIS
LABAN SA INYO, KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG
ABOGADO.

QUY VI VI PHAM QUI DINH THEO

DEED OF TRUST

(kể ước ủy thác hoặc hợp đồng vay thế chấp mua nhà)

NGÀY 10/26/2006 TRỪ KHI QUÝ VI CÓ BIEN PHÁP BẢO VỆ CĂN NHÀ
CỦA QUÝ VI, CĂN NHÀ CÓ THỂ ĐƯỢC BÁN TẠO MỘT BUỔI RAO BÁN CÔNG
KHAI. NẾU QUÝ VI CẦN GIẢI THÍCH VỀ TÍNH CHẤT CỦA THỦ TỤC CHÔNG LẠI
QUÝ VI, QUÝ VI NÊN LIÊN LẠC VỚI LUẬT SƯ.

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB





Rec'd
11/27/13
③

INP-VP2 95823



NBS Default Services
PO Box 9099
Sacramento, CA 95833-9099



227894121



recd
11/27/13
④

9434-2072
20131125-071

|||||
LILIA E. DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

Send Correspondence to:
NBS Default Services
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802



9434-2072
227894121

CA - 30 Day HOBOR Default Letter 2013

227844321

LILIA E. DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621



NBS Default Services, LLC

NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
888-366-7751

November 22, 2013

LILIA E. DICUS
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

Dear LILIA E. DICUS,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST,

DATED 10/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT
MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE
OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的 DEED OF TRUST 于 10/26/2006 已经逾期违约。
(产权契约或抵押贷款) (日期)

除非你采取行动保护你的房产, 否则该房产将被公开出售。如果你需要了解对你的诉讼程序的
性质, 应该联系一名律师。

귀하는 DEED OF TRUST 현재 날짜로 10/26/2006
(선탁 증서 또는 저당권)

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한, 귀하의 부동산은 공매로 매각 처분될 수 있습니다. 귀하에게 피해를 끼치는 이러한 법적
결과에 대한 설명이 필요하신 경우 변호사와 상담하십시오.

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DE FECHA 10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE
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IKAW AY HINDI NAKABAYAD SA ILALIM NG

DEED OF TRUST

(deed of trust o mortgage)

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KINAKAILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLILITIS
LABAN SA INYO, KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG
ABOGADO.

QUY VI VI PHAM QUI DINH THEO

DEED OF TRUST

(kể ước ủy thác hoặc hợp đồng vay thế chấp mua nhà)

NGÀY 10/26/2006 TRỪ KHI QUÝ VỊ CÓ BIÊN PHÁP BẢO VỆ CĂN NHÀ
CỦA QUÝ VỊ, CĂN NHÀ CÓ THỂ ĐƯỢC BÁN TẠO MỘT BUỔI RAO BÁN CÔNG
KHAI. NẾU QUÝ VỊ CẦN GIẢI THÍCH VỀ TÍNH CHẤT CỦA THỦ TỤC CHÔNG LẠI
QUÝ VỊ, QUÝ VỊ NÊN LIÊN LẠC VỚI LUẬT SƯ.

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB

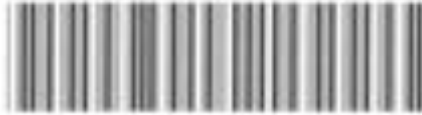


oecd
11/27/13
(4)

INP-UP2 95823



NBS Default Services
PO Box 9099
Fremont, CA 94589-0099



2278946122

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WFO

9434-2072
20131125-073

LILIA E LOPEZ
5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Send Correspondence to
NBS Default Services
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802

rec'd 11/27/13
(5)



9434-2072
2278946122

CA - 30 Day HOBOR Default Letter 2013

227946333

LILIA E LOPEZ
5950 LA CASTANA WAY
SACRAMENTO, CA 95823



NBS Default Services, LLC

NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
800-596-7711

November 22, 2013

LILIA E LOPEZ
5950 LA CASTANA WAY
SACRAMENTO, CA 95823

Dear LILIA E LOPEZ,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST.

DATED 10/26/2006, UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的 DEED OF TRUST 于 10/26/2006 已经逾期违约。
(产权契约或抵押贷款) (日期)

除非你采取行动保护你的房产，否则该房产将被公开出售。如果你需要了解对你的诉讼程序的性质，应该联系一名律师。

귀하는 DEED OF TRUST 현재 날짜로 10/26/2006
(산학 증서 또는 저당권)

하에서 채무 불이행 상태입니다. 귀하의 부동산을 보호하기 위해 조치를 취하지 않는 한, 귀하의 부동산은 공매로 매각 처분될 수 있습니다. 귀하에게 취해지는 이러한 법적 절차에 대한 설명이 필요하신 경우 변호사와 상담하십시오.

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA 10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE QUE SE VENDA EN UNA SUBASTA PÚBLICA. SI NECESITA QUE LE EXPLIQUEN LA NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN ABOGADO.



IKAW AY HINDI NAKABAYAD SA ILALIM NG

DEED OF TRUST

(deed of trust o mortgage)

NA MAY PETA NA 10/26/2006 MALIBAN KUNG IKAW AY KUMILOS UPANG
MAPROTEKTAHAN ANG INYONG ARI-ARIAN, MAAARI ITONG IBENTA SA
PAMAMAGITAN NG ISANG PAMPUBLIKONG PAGBEBENTA, KUNG
KINAKAILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLILITIS
LABAN SA INYO, KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG
ABOGADO.

QUY VI VI PHAM QUI DINH THEO

DEED OF TRUST

(kể ước ủy thác hoặc hợp đồng vay thế chấp mua nhà)

NGÀY 10/26/2006 TRÚ KHI QUÝ VI CÓ BIÊN PHÁP BẢO VỆ CĂN NHÀ
CỦA QUÝ VI, CĂN NHÀ CÓ THỂ ĐƯỢC BÁN TẠO MỘT BUỔI RAO BÁN CÔNG
KHAI. NẾU QUÝ VI CẦN GIẢI THÍCH VỀ TÍNH CHẤT CỦA THỦ TỤC CHÔNG LẠI
QUÝ VI, QUÝ VI NÊN LIÊN LẠC VỚI LUẬT SƯ.

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB





rec'd
11/27/13

(5)

INF-UP2 95823



H&B Default Services
PO Box 9099
Tombala, CA 92585-9099



2278746123

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WFO

Send Correspondence to:
H&B Default Services
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802

9434-2072
20131125-173

LIJA E LOPEZ
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

rec'd
11/27/13
(6)



9434-2072
2278746123

CA - 30 Day HOBOR Default Letter 2013

227894223

LILIA E LOPEZ
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621



NBS Default Services, LLC

NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
800-566-7751

November 22, 2013

LILIA E LOPEZ
5950 LA CASTANA WAY
SACRAMENTO, CA 95823-5621

Dear LILIA E LOPEZ,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST.

DATED 10/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的 DEED OF TRUST 于 10/26/2006 已经逾期违约。
(产权契约或抵押贷款) (日期)

除非你采取行动保护你的房产，否则该房产将被公开出售。如果你需要了解对你的诉讼程序的性质，应该联系一名律师。

귀하는 DEED OF TRUST 현재 날짜로 10/26/2006
(선박 중서 또는 저당권)

하에서 채무 불이행 상태입니다. 귀하의 부동산을 보호하기 위해 조치를 취하지 않는 한, 귀하의 부동산은 공매로 매각 처분될 수 있습니다. 귀하에게 취해지는 이러한 법적 절차에 대한 설명이 필요하신 경우 변호사와 상담하십시오.

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA 10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE QUE SE VENDA EN UNA SUBASTA PÚBLICA. SI NECESITA QUE LE EXPLIQUEN LA NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN ABOGADO.



IKAW AY HINDI NAKABAYAD SA ILALIM NG

DEED OF TRUST

(deed of trust o mortgage)

NA MAY PETA NA 10/26/2006 MALIBAN KUNG IKAW AY KUMILOS UPANG
MAPROTEKTAHAN ANG INYONG ARI-ARIAN, MAAARI ITONG IBENTA SA
PAMAMAGITAN NG ISANG PAMPUBLIKONG PAGBEBENTA. KUNG
KINAKAILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLULITIS
LABAN SA INYO, KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG
ABOGADO.

QUY VI VI PHAM QUI DINH THEO

DEED OF TRUST

(kể ước ủy thác hoặc hợp đồng vay thế chấp mua nhà)

NGÀY 10/26/2006 TRỪ KHI QUÝ VỊ CÓ BIẾN PHÁP BẢO VỆ CĂN NHÀ
CỦA QUÝ VỊ, CĂN NHÀ CÓ THỂ ĐƯỢC BÁN TẠO MỘT BUỔI RAO BÁN CÔNG
KHAI. NẾU QUÝ VỊ CẦN GIẢI THÍCH VỀ TÍNH CHẤT CỦA THỦ TỤC CHÔNG LẠI
QUÝ VỊ, QUÝ VỊ NÊN LIÊN LẠC VỚI LUẬT SƯ.

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB



Rec'd
11/27/13
(6)

INP-UP2 85823



Exhibit “29”



OCWEN Loan Servicing, LLC
PO Box 24726
West Palm Beach, FL 33416-4726

Website: WWW.OCWEN.COM

rec'd 11/29/13

November 25, 2013

Anthony P Dicus
5950 La Castana Way
Sacramento, CA 95823

Re: INSUFFICIENT TO CURE DEFAULT
Loan Number: 7191037055

Dear Mortgagor(s):

Ocwen recently received funds for your loan in the amount of \$ 8,145.65. These funds are being returned in the same form (check, Western Union, MoneyGram, etc.) in which they were received.

These funds are being returned, as they are not sufficient to satisfy the defaulted amount of your loan and no alternative payment arrangements have been agreed to. As indicated in the Notice of Default that was previously sent to you, payments that are less than the amount required to reinstate the mortgage loan will be returned and **will not stop any foreclosure proceedings that have begun.**

To cure the default you must pay the full amount due. To determine the amount due or to discuss other possible alternatives that may be available to avoid a foreclosure sale, you should **contact your Home Retention Consultant immediately at (877)596-8580.**

Sincerely,

Ocwen Loan Servicing, LLC

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. If you or your account are subject to a pending bankruptcy or your obligation referenced in this statement has been discharged in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt.

NMILS01852

LILIA LOPEZ
ANTHONY DICUS
5555 LA CASTANA WAY
SACRAMENTO, CA 95823-9821

NOV 12 2013

19190 146

11/6/13

Eight thousand forty five

\$8145.65

CHASE

7/11/13, 8/11/13, 9/11/13

10/11/13

7191037855

Anthony Dicus

32222716270 44354895400446

Exhibit “30”



OCWEN Loan Servicing, LLC
P.O. Box 785063
Orlando, FL 32878-5063
(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

December 11, 2013

Anthony P. Dicus

5950 La Cantana Way
Sacramento, CA 95823

RE: Loan Number: 7191007055
Property Address: 5950 La Cantana Way
Sacramento, CA 95823

Dear Anthony P. Dicus :

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern: You stated that you have sent us payments in the amount of \$1,629.13 and \$8,145.65 for the month of November 2013 to make your account current and requested us to review and ensure the application of these payments to the loan.

Response: We acquired the servicing rights of the loan on November 4, 2013, from LadyMac Mortgage Servicers, with the loan due for the March 1, 2013 payment.

As per prior servicer data you had filed for Bankruptcy Chapter 13 on July 24, 2009, which was discharged on June 12, 2013.

Please note that, as per the review the response to the notice of final cure was filed on September 11, 2012 and response for the same was filed on October 1, 2012 stating the post petition due was in the amount of \$8780.90 and the due date reflecting on the loan is valid and correct.

A review of our records indicates that the funds received on November 5, 2013 and November 14, 2013, in the amount of \$1,629.13 and \$8,145.65 have been rejected and returned back to you.

Please be advised that if the loan is delinquent, we do not accept partial payments and the funds remitted towards the loan should be in the reinstatement amount, unless the loan is approved for an alternative payment option. In the event you remit a partial or uncertified payment, the same would be returned to the remitter. Accordingly the aforementioned payments were returned to the remitter.

We have submitted a request for a reinstatement quote with a good through date of December 20, 2013, to be sent to your attention. This will provide you with an itemized breakdown of the amount required to reinstate the loan. Please be advised there may be fees and expenses that are incurred, which will be assessed to the loan on a later date.

Please note that we have already updated our records to reflect Ronald H. Freshman, as authorized to receive information pertaining to the above loan.

For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (800) 746-2936.

BRCHM20131211 1

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Loan Number: 7191007055

NMLS # 1852



OCWEN Loan Servicing, LLC

P.O. Box 781063

Orlando, FL 32878-1063

(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

We trust the information provided has fully addressed your concern. Please visit our website (www.ocwen.com) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4636. You may also send written correspondence to the following address:

OCWEN Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Sincerely,

Ahmad, Emad
Research Department
OCWEN Loan Servicing, LLC

BRMADTL706111 2

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Loan Number: 7191037055

NMIS # 1852



O W E N

P.O. Box 24546
West Palm Beach, FL 33415-4546

PRESORTED
FIRST CLASS MAIL
US POSTAGE
PAID
WEST PALM BCH FL
PERMIT NO 1346

rec'd 12/18/13

FIRST CLASS MAIL

Research response

53 KXQNP1 95823



Exhibit “31”

12/13/2013

OCWEN
P.O. Box 6440
Carl Stream, IL 60197-6440

Re: Payment Loan# 7191037055

Anthony Dicus
5950 La Castana Way
Sacramento, CA 95823-5621

Dear Sirs:

Find enclosed the accumulated payments you and your predecessor have previously and wrongfully rejected. I am not in default and I dispute this purported "debt" based on your previous and enclosed copy of the last statement I received.

Please accept the enclosed payment of \$9774.78, which is adequate to bring this account current despite your continued attempts to wrongfully collect a debt you are not owed.

Regards,

A handwritten signature in black ink, appearing to read 'Anthony Dicus', is written over the printed name.

Anthony Dicus
Dicus30@aol.com

LILIA LOPEZ
 ANTHONY DICUS
 5950 LA CASTANA WAY
 SACRAMENTO, CA 95823-5621
 19190 148
 12/12/13
 \$ 9774.78
 Nine thousand seven hundred seventy four 78/100
 CHASE 6 months 12/13
 Loan # 719837855
 Anthony Dicus
 43222716270 44354895400148

Exhibit “32”



OCWEN Loan Servicing, LLC
PO Box 24726
West Palm Beach, FL 33416-4726

Website: WWW.OCWEN.COM

rec'd 1/13/14

January 9, 2014

Anthony P Dicus
5950 La Castana Way
Sacramento, CA 95823

Re: INSUFFICIENT TO CURE DEFAULT

Loan Number: 7191037055

Dear Mortgagor(s):

Ocwen recently received funds for your loan in the amount of \$ 9,774.78. These funds are being returned in the same form (check, Western Union, MoneyGram, etc.) in which they were received.

These funds are being returned, as they are not sufficient to satisfy the defaulted amount of your loan and no alternative payment arrangements have been agreed to. As indicated in the Notice of Default that was previously sent to you, payments that are less than the amount required to reinstate the mortgage loan will be returned and **will not stop any foreclosure proceedings that have begun.**

To cure the default you must pay the full amount due. To determine the amount due or to discuss other possible alternatives that may be available to avoid a foreclosure sale, you should **contact your Home Retention Consultant immediately at (877)596-8580.**

Sincerely,

Ocwen Loan Servicing, LLC

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. If you or your account are subject to a pending bankruptcy or your obligation referenced in this statement has been discharged in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt.

NMEL8#1852

00000000000000000000000000000000

05129562856

Amount paid
5/13/11



P.O. Box 24848
West Palm Beach, FL 33416-4848



LILIA LOPEZ
ANTHONY DICUS
8800 LA CARTAYA ROAD
SACRAMENTO, CA 95823-8800

DATE 10/12/13

12/12/13

\$ 9774.78

CHASE ☐ 12 months 12/13

1000 # 7190337655

ANTHONY DICUS

4322745274 41354895470148



Exhibit “33”



Ocwen Loan Servicing, LLC
1661 Worthington Road Suite 100
West Palm Beach, FL 33409

WWW.OCWEN.COM

1/11/14

REINSTATEMENT QUOTE

1/17/14

anthony p. dixon
5950 La Carlana Way
Sacramento CA 95823

Requestor Fax Number:
Requestor Email Address:

If your loan is past due or has recently been past due, additional fees and costs may have been incurred on your loan but not yet billed to your account. These fees and expenses, if any, will be billed to your account once they are verified and paid by Ocwen. Furthermore, if your account is past due, additional collection expenses and legal fees may be arising.

Loan Number: 7191037055
Customer Name(s): Anthony Dixon
Property Address: 5950 La Carlana Way, Sacramento, CA 95823

As Of: 02/10/14 Next Due: 03/01/14

Description	Amount
Principal Payment	5,206.55
Interest Due	7,826.49
Suspense Balance	515.21
Total Amount Due to Reinstate	\$12,517.83

If you are unable to pay the Total Amount Due to reinstate your loan, please contact our office at (877) 596-8580.

Description	Amount
Late Charge Due	488.76
Attorney Fees	300.00
BPO	145.00
Property Inspection	55.00
Total Other Amounts Outstanding and Due	\$988.76

Please make note of the other amounts due on your loan. Repayment of these amounts is not necessary to reinstate your loan at this time; however, it is required to fulfill your debt obligation under the note and the mortgage. We strongly encourage you to contact us to make payment arrangements to repay the Other Amounts Outstanding and Due by calling (888) 746-2936.

Prabha Michael has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NALIS # 1032



Owen Loan Servicing, LLC
1661 Worthington Road Suite 100
West Palm Beach, FL 33409

WWW.OWEN.COM

1. If your loan is past due or has recently been past due, additional fees and costs may have already been incurred on your loan but not yet billed to your account. These fees and expenses, if any, will be billed to your account once they are verified and paid by Owen.
2. If your account is past due, additional collection expenses and legal fees may be accruing.
3. All checks must be made payable to Owen.
4. If your loan is in foreclosure, all funds must be in one of the following forms: Cashier's Check, Bank Certified Check, Title Company Check or Attorney's Trustee Check or via Wire Transfer. All other forms of payment will be returned and the reinstatement will not be processed.
5. Payment remittance information (always include Owen loan number with payment):

BY OVERNIGHT COURIER

Owen
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Reference: Owen Loan # 7191837855
Attention: Cashiering/HBC Payment Department

BY WIRE TRANSFER

Wells Fargo Bank, NA
San Francisco, California
ABA: 121000248
Account Name: Owen Loan Servicing, LLC
Account Number: 4124823352
Reference: Owen Loan # (Loan followed by loan #)

If you have questions regarding this reinstatement quote, please contact our Home Retention Department at

(800) 746-2936

If after speaking with our Home Retention department, you still have questions or concerns, please feel free to contact the Owen consumer advocate at the address above, by email at OwenConsumer@owen.com or by phone at (800) 390-4654.

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NAL5 # 1832



OCWEN

PO Box 28546
West Palm Beach, FL 33416-4546

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
WEST PALM BEACH FL
PERMIT NO 1946

1/17/14

Reinstatement

FIRST CLASS MAIL

quote



53 LIGHP1 95823



Exhibit “34”



OCWEN Loan Servicing, LLC

P.O. Box 785063

Orlando, FL 32878-5063

(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

January 14, 2014

rec'd 1/23/14

Anthony P. Dicus

3950 La Castana Way
Sacramento, CA 95823RE: Loan Number: 7191037055
Property Address: 3950 La Castana Way
Sacramento, CA 95823

Dear Anthony P. Dicus :

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern#1 You expressed concern regarding the payments returned on the loan, as you believe the loan is not in default.

Response Our records indicate that on November 4, 2013, foreclosure proceedings were initiated on your loan, as it was past due for the July 1, 2013 payment. Please note that during active foreclosure, we do not accept uncertified funds and the funds remitted towards the loan should be a full reinstatement amount. In the event you remit partial and uncertified funds, the same would be returned to the remitter.

Our records indicate that the funds received on November 14, 2013 and January 1, 2014, in the amount of \$8,145.65 and \$9,774.78 was returned to the remitter on November 26, 2013 and January 9, 2014, as the funds were insufficient to cure default on the loan.

Please note that we have submitted a request for the reinstatement quote good through February 10, 2014 to be sent to your attention. This will provide you with the breakdown of the total amount outstanding on the loan.

As of the date of this letter, the loan is due for the July 1 2013 payment. . For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (800) 746-2936.

We trust the information provided has fully addressed your concern. Please visit our website (www.ocwen.com) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

OCWEN Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

BRIEFLING 7/10/13 1

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Loan Number: 7191037055

NMLS # 1852



OCWEN Loan Servicing, LLC

P.O. Box 785063

Orlando, FL 32878-5063

(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

Sincerely,

Shreshth Shah
Research Department
Ocwen Loan Servicing, LLC

BKCMADSLTRM11 2

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Loan Number: 7191037653

NMIS # 1852



DCWEN

PO. Box 2600
West Palm Beach, FL 33416-4600

rec'd 1/23/14
return payments
letter

PRESENTED
FIRST-CLASS MAIL
US POSTAGE
PAID
WEST PALM BCH
PERMIT NO 1946

FIRST CLASS MAIL
Foreclosure
initiated
11/4/13

53 L1QPNP1 95823



Exhibit “35”



Ocwen Loan Servicing, LLC
1661 Worthington Road Suite 100
West Palm Beach, FL 33409

WWW.OCWEN.COM

1/11/14

REINSTATEMENT QUOTE

1/17/14

anthony p. dixon
5950 La Carlana Way
Sacramento CA 95823

Requestor Fax Number:
Requestor Email Address:

If your loan is past due or has recently been past due, additional fees and costs may have been incurred on your loan but not yet billed to your account. These fees and expenses, if any, will be billed to your account once they are verified and paid by Ocwen. Furthermore, if your account is past due, additional collection expenses and legal fees may be arising.

Loan Number: 7191037055
Customer Name(s): Anthony Dixon
Property Address: 5950 La Carlana Way, Sacramento, CA 95823

As Of: 02/10/14 Next Due: 03/01/14

Description	Amount
Principal Payment	5,206.55
Interest Due	7,826.49
Suspense Balance	515.21
Total Amount Due to Reinstate	\$12,517.83

If you are unable to pay the Total Amount Due to reinstate your loan, please contact our office at (877) 596-8580.

Description	Amount
Late Charge Due	488.76
Attorney Fees	300.00
BPO	145.00
Property Inspection	55.00
Total Other Amounts Outstanding and Due	\$988.76

Please make note of the other amounts due on your loan. Repayment of these amounts is not necessary to reinstate your loan at this time; however, it is required to fulfill your debt obligation under the note and the mortgage. We strongly encourage you to contact us to make payment arrangements to repay the Other Amounts Outstanding and Due by calling (888) 746-2936.

Prabha Michael has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NALIS # 1032



Owen Loan Servicing, LLC
1661 Worthington Road Suite 100
West Palm Beach, FL 33409

WWW.OWEN.COM

1. If your loan is past due or has recently been past due, additional fees and costs may have already been incurred on your loan but not yet billed to your account. These fees and expenses, if any, will be billed to your account once they are verified and paid by Owen.
2. If your account is past due, additional collection expenses and legal fees may be accruing.
3. All checks must be made payable to Owen.
4. If your loan is in foreclosure, all funds must be in one of the following forms: Cashier's Check, Bank Certified Check, Title Company Check or Attorney's Trustee Check or via Wire Transfer. All other forms of payment will be returned and the reinstatement will not be processed.
5. Payment remittance information (always include Owen loan number with payment):

BY OVERNIGHT COURIER

Owen
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Reference: Owen Loan # 7191837855
Attention: Cashiering/HBC Payment Department

BY WIRE TRANSFER

Wells Fargo Bank, NA
San Francisco, California
ABA: 121000248
Account Name: Owen Loan Servicing, LLC
Account Number: 4124823352
Reference: Owen Loan # (Loan followed by loan #)

If you have questions regarding this reinstatement quote, please contact our Home Retention Department at

(800) 746-2936

If after speaking with our Home Retention department, you still have questions or concerns, please feel free to contact the Owen consumer advocate at the address above, by email at OwenConsumer@owen.com or by phone at (800) 390-4654.

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NAL5 # 1852



OCWEN

PO Box 28546
West Palm Beach, FL 33416-4546

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
WEST PALM BEACH FL
PERMIT NO 1946

1/17/14

Reinstatement

FIRST CLASS MAIL

quote



53 LIGPNP1 95623



Exhibit “36”

01/15/2014

OCWEN
P.O. Box 6440
Carl Stream, IL 60197-6440

Re: Payment Loan# 7191037055

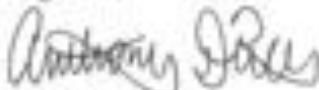
Anthony Dicus
5950 La Castana Way
Sacramento, CA 95823-5621

Dear Sirs:

Find enclosed the accumulated payments you and your predecessor have previously and wrongfully rejected. I am not in default and I dispute this purported "debt" based on your previous and enclosed copy of the last statement I received.

Please accept the enclosed payment of \$11403.91, which is adequate to bring this account current despite your continued attempts to wrongfully collect a debt you are not owed.

Regards,



Anthony Dicus
Dicus30@aol.com

		Anthony Dicus 5950 La Castana Way Sacramento, CA 95823	
LILIA LOPEZ ANTHONY DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621		1/15/14	150
Pay to the order of		OCWEN	\$11403.91
Eleven thousand four hundred three and 91/100		7 months \$124.13	
CHASE 		Anthony Dicus	
#7191037055			
⑆32227⑆627⑆		4⑆3568956⑆0⑆50	

Anthony Dicus
5950 La Granda Way
Sacramento CA 95823

OCWEN
P.O. Box 6440
Carl Stream, IL 60197-6440



Ocwen Loan Servicing®
Mortgage Customers

[Log Out](#)

Loan Number : 7191037055

5950 La Castana Way
Sacramento, CA 95823

Payments and Amounts Due

[Main Menu](#)


Next due date:
October 1, 2013
Amount due:
\$192.05

[Make Payment](#)



You have:
No New Items



[Upload Documents](#)

PAYMENT INFORMATION

Next Payment Due Date:	10/01/2013
Next Payment Amount:	\$192.05
Escrow Portion:	\$0.00
Last Payment Received:	01/27/2014
Amount of Last Payment Received:	\$11,403.91

LOAN INFORMATION

Unpaid Principal Balance:	\$289,431.78
Original Principal Balance:	\$288,000.00
Length of the Loan (Months):	360
Origination Date:	10/26/2006
Maturity Date:	11/01/2036
Interest Rate (%):	4

[Payment History](#)
[Payment Confirmation Letter](#)
[Fee Schedule](#)
[Recent or Upcoming Payment Changes](#)
[Notify Ocwen that I made a Payment](#)
[Reinstatement Quote](#)
[Payment Remittance Coupon](#)
[Ways to Make Payments](#)
[Account Statements](#)
[Go Green](#)
[Automatic Payments](#)
[Payoff Quote](#)



ration. All Rights Reserved.

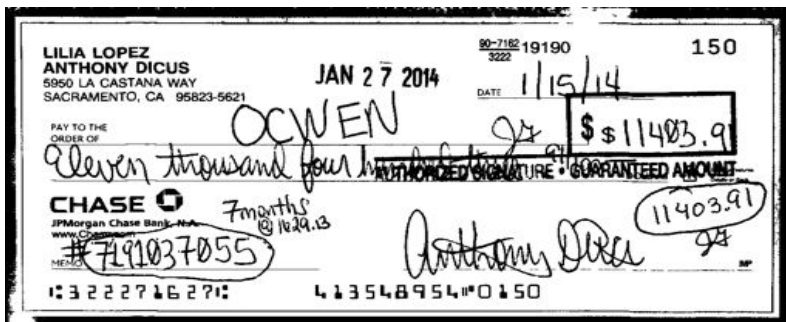
[Contact Us](#) | [Web Terms and Conditions](#) | [Privacy Policy](#)



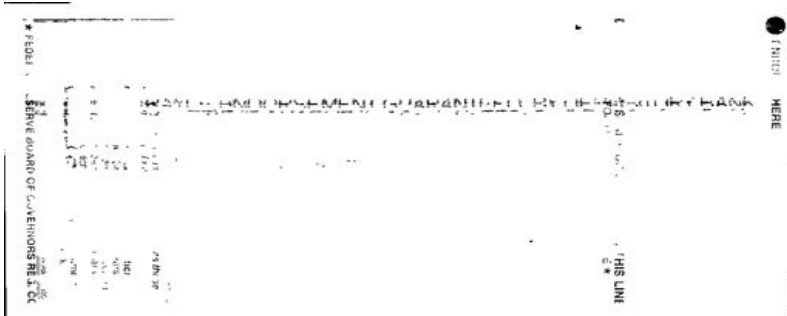
Chase Online

TOTAL CHECKING (...8954)

Check Number: 150 Post Date: 02/05/2014 Amount of Check: \$11,403.91



Need help printing or saving this check?



Need help printing or saving this check?

Ronald H. Freshman, Esq., SBN #225136
 Law Office of Ronald H. Freshman
 3040 Skycrest Drive
 Fallbrook, CA 92028
 Telephone: 858-756-8288
 Facsimile: 206-424-0744

Attorney for Anthony P. Dicus and Lilia E. Dicus

**UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA**

In re:
 ANTHONY P. DICUS and LILIA E. LOPEZ,
 Debtors,

Case No: 09-35241-B-13 J
 Chapter: 13
 DCN: RHF
 Case Filed: 10/17/2009

v.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
 AS TRUSTEE OF THE INDYMAC INDX
 MORTGAGE TRUST 2007-AR11, MORTGAGE
 PASS-THROUGH CERTIFICATES, SERIES 2007-
 AR11 UNDER THE POOLING AND SERVICING
 AGREEMENT DATED APRIL 1, 2007;

ONEWEST BANK, FSB d/b/a/ INDYMAC
 MORTGAGE SERVICES, A DIVISION OF
 ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL
 BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.; and

OCWEN LOAN SERVICING, LLC,

Respondents.

INDEX OF EXHIBITS TO DEBTORS' MOTION TO
 SANCTION RESPONDENTS FOR CONTEMPT FOR
 VIOLATION OF THE DISCHARGE INJUNCTION

[NOTICE OF HEARING, MOTION, AND DECLARATION
 OF ANTHONY P. DICUS AND LILIA E. LOPEZ FILED
 CONTEMPORANEOUSLY HEREWITH]

[Local Bankr. R., Rule 9014-1 *et seq.*]

Date: April 8, 2014
 Time: 9:32 a.m.
 Judge: Hon. Thomas C. Holman
 Dept: B

**INDEX OF EXHIBITS 1-36 TO DEBTORS' MOTION TO SANCTION RESPONDENTS FOR CONTEMPT FOR
 VIOLATION OF THE DISCHARGE INJUNCTION**

EXHIBIT "1" - 11/13/2009 Confirmation of Plan.....DICUS – RHF - 0002
 EXHIBIT "2" - 08/28/2012 - A NOTICE OF FINAL CURE PAYMENT.....DICUS – RHF - 0005
 EXHIBIT "3" - 09/11/2012 - RESPONSE TO NOTICE OF FINAL CURE PAYMENT.....DICUS – RHF – 0008
 EXHIBIT "4" - 10/19/2012 - MOTION TO DEEM CURRENT.....DICUS – RHF - 0012

1	EXHIBIT "5" - 11/14/2012 - Ch. 13 Trustee filed Final Report.....	DICUS – RHF - 0017
2	EXHIBIT "6" - 12/10/2012 - Minute Order.....	DICUS – RHF - 0021
3	EXHIBIT "7" - 01/14/2013 - Debtors Discharge.....	DICUS – RHF - 0023
4	EXHIBIT "8" - 01/28/2013 – Final Decree.....	DICUS – RHF - 0026
5	EXHIBIT "9" - 06/20/2013 - Qualified Written Request ("QWR") and Debt Validation	
6	Letter.....	DICUS – RHF - 0028
7	EXHIBIT "10" - 07/01/2013 – OWB Letter to Debtor.....	DICUS – RHF - 0035
8	EXHIBIT "11" - 07/10/2013 – OWB Letter to Debtor.....	DICUS – RHF - 0058
9	EXHIBIT "12" - 07/11/2013 - QWR and Dispute of Debt Letter to OWB.....	DICUS – RHF - 0062
10	EXHIBIT "13" - 07/11/2013 –Complaint with the OCC.....	DICUS – RHF - 0094
11	EXHIBIT "14" - 07/24/2013 – OWB Response to Debtor's Complaint to the OCC....	DICUS – RHF - 0131
12	EXHIBIT "15" - 07/27/2013 – Amended OCC Complaint.....	DICUS – RHF - 0138
13	EXHIBIT "16" - 07/29/2013 – Dispute of Debt letter to OWB.....	DICUS – RHF – 0168
14	EXHIBIT "17" - 08/05/2013 – OWB Rejection and Return of Debtor's Payment.....	DICUS – RHF - 0179
15	EXHIBIT "18" - 08/07/2013 – Letters from OWB Re Debtors' financial Situation.....	DICUS – RHF - 0183
16	EXHIBIT "19" - 09/04/2013 – Letter from OWB Returning Debtors' Payment.....	DICUS – RHF - 0190
17	EXHIBIT "20" - 09/27/2013 - letter from OWB Returning Debtors' Payment.....	DICUS – RHF - 0194
18	EXHIBIT "21" - 10/16/2013 – Letter of Transfer to OCWEN.....	DICUS – RHF - 0198
19	EXHIBIT "22" - 10/17/2013 – Letter from OWB Re Interest and Payment Change...	DICUS – RHF - 0202
20	EXHIBIT "23" - 11/06/2013 – QWR sent to OCWEN.....	DICUS – RHF - 0206
21	EXHIBIT "24" - 11/12/2013 – Letter from OCWEN Claiming the amount due was	
22	\$15,069.47.....	DICUS – RHF - 0213
23	EXHIBIT "25" - 11/12/2013 – Letter from OCWEN Returned Debtors' Payment.....	DICUS – RHF - 0217
24	EXHIBIT "26" - 11/18/2013 – Statement from OCWEN claiming amount due was	
25	\$16,683.39.....	DICUS – RHF - 0221
26	EXHIBIT "27" - 11/21/2013 –REINSTATEMENT QUOTE Letter from OCWEN.....	DICUS – RHF - 0223
27	EXHIBIT "28" - 11/22/2013 – Notices of Default.....	DICUS – RHF - 0227
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2	EXHIBIT "31" - 12/13/2013 – Letter to OCWEN Attempting to Bring the Account	
3	Current.....	DICUS – RHF - 0266
4	EXHIBIT "32" - 01/09/2014 – Letter from Ocwen Rejecting \$9,774.78 Payment.....	DICUS – RHF - 0269
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6	\$12,517.83.....	DICUS – RHF - 0273
7	EXHIBIT "34" - 01/14/2014 – Letter from OCWEN Re Returned Payments.....	DICUS – RHF - 0277
8	EXHIBIT "35" - 01/17/2014 – Statement Claiming \$12,311.21 was Past due.....	DICUS – RHF - 0281
9	EXHIBIT "36" - 02/05/2014 – Evidence of Plaintiff's Payment of \$11,403.91 and	
10	Letter.....	DICUS – RHF - 0285

Ronald H. Freshman, Esq., SBN #225136
 Law Office of Ronald H. Freshman
 3040 Skycrest Drive
 Fallbrook, CA 92028
 Telephone: 858-756-8288
 Facsimile: 206-424-0744

Attorney for Anthony P. Dicus and Lilia E. Dicus

**UNITED STATES BANKRUPTCY COURT
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DEUTSCHE BANK NATIONAL TRUST COMPANY,
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 MORTGAGE TRUST 2007-AR11, MORTGAGE
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ONEWEST BANK, FSB d/b/a/ INDYMAC
 MORTGAGE SERVICES, A DIVISION OF
 ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL
 BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.; and

OCWEN LOAN SERVICING, LLC,

Respondents.

CERTIFICATE OF SERVICE

Date: April 8, 2014
 Time: 9:32 a.m.
 Judge: Hon. Thomas C. Holman
 Dept: B

CERTIFICATE OF SERVICE

I, RONALD H. FRESHMAN, certify that I am over the age of 18 and not a party to this
 bankruptcy case or adversary proceeding. My business address is: 3040 Skycrest Drive, Fallbrook,
 CA 92028. A true and correct copy of the documents entitled: DEBTOR'S NOTICE OF HEARING;
MOTION TO SANCTION RESPONDENTS FOR CONTEMPT FOR VIOLATION OF THE DISCHARGE

1 INJUNCTION; EXHIBITS 1-36 AND DECLARATION OF ANTHONY P. DICUS AND LILIA E. LOPEZ IN
2 SUPPORT THEREOF were served on the date and in the form and manner stated below:

3 1. **By regular, first class United States Mail, postage fully pre-paid, addressed to an officer,**
4 **managing or general agent or to any other agent authorized by appointment or by law to receive**
5 **service of process and also by mailing a copy to the Respondent:**

6 OCWEN LOAN SERVICING, LLC
7 C/O Corporation Service Company d/b/a CSC – Lawyers
8 Incorporating Service
9 Attn: Officer, Managing, General or any other Agent
2711 Centerville Rd.
Wilmington, DE 19808

10 OCWEN LOAN SERVICING, LLC
11 C/O Corporation Service Company d/b/a CSC – Lawyers
12 Incorporating Service C/O The Prentice-Hall Corporation
13 System, Inc.
Attn: Officer, Managing, General or any other Agent
2710 Gateway Oaks Dr. Ste 150N
Sacramento, CA 95833

14 OCWEN LOAN SERVICING, LLC
15 Attn: Officer, Managing, General or any other Agent
16 1661 WORTHINGTON RD STE 100
WEST PALM BEACH, FL 22409

17 NBS DEFAULT SERVICES, LLC
18 Attn: Officer, Managing, General or any other Agent
19 9441 LBJ FWY STE 250
DALLAS, TX 75243

20 2. **By Certified Mail addressed to an officer of the institution:**

21 DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
22 TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-
23 AR11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
24 2007-AR11 UNDER THE POOLING AND SERVICING
25 AGREEMENT DATED APRIL 1, 2007
26 Attn: Officer of the Institution
27 300 South Grand Ave.
28 41st Floor
Los Angeles, CA 90071

ONEWEST BANK, FSB d/b/a/ INDYMAC MORTGAGE
SERVICES, A DIVISION OF ONEWESTBANK, FSB, f/k/a
INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK,
F.S.B.
Attn: Officer of the Institution
9441 LBJ Freeway Suite 250,
Dallas, TX 75243

3. **By regular, first class United States Mail, postage fully pre-paid, by mailing a copy to the
Chapter 13 Trustee:**

Chapter 13 Trustee
Jan P. Johnson
PO Box 1708
Sacramento, CA 95812

4. **By Notice of Electronic Filing (NEF):** Pursuant to controlling General Orders and LBR, the
foregoing documents will be served by the court via NEF and hyperlink to the document. Upon
service, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and
determined that the following persons are on the Electronic Mail Notice List to receive NEF
transmission at the email addresses stated below:

I declare under penalty of perjury and the laws of the United States that the foregoing is true
and correct.

Date: March 1, 2014



Ronald H. Freshman
Attorney for Anthony P. Dicus and
Lilia E. Lopez